



North Essex Parking Partnership

Joint Committee On-Street Parking

Grand Jury Room
Colchester Town Hall
High Street, Colchester
CO1 1PJ

19 June 2025 at 1.00pm

The vision and aim of the Joint Committee are to provide a merged parking service that provides a single, flexible enterprise of full parking services for the Partner Authorities.

Information for Members of the Public

Access to information and meetings

- You have the right to observe meetings of the Joint Committee, including those which may be conducted online such as by live audio or video broadcast / webcast. You also have the right to see the agenda (the list of items to be discussed at a meeting), which is usually published five working days before the meeting, and minutes once they are published. Dates of the Joint Committee's future meetings are available here: <https://north.parkingpartnership.org/joint-committee/>.
- Occasionally certain issues, for instance commercially sensitive information or details concerning an individual, must be considered in private. When this is the case an announcement will be made, the live broadcast will end, and the meeting will be moved to consider the matter in private.

Have Your Say!

- The Joint Committee welcomes contributions from members of the public at most public meetings. If you would like to address the Joint Committee, please email democratic.services@colchester.gov.uk to register before noon on the working day before the meeting date.
- Members of the public may also address the Joint Committee directly, for up to three minutes, if they so wish. If you would like to know more about the Have Your Say! arrangements for the Parking Partnership's Joint Committee, or request to speak, please email: democratic.services@colchester.gov.uk

If you are unable to attend but wish to address the Joint Committee, please contact us to see if the meeting venue supports online attendance (if you would like to attend remotely). The Chair also has discretion to allow a written statement to be read out on your behalf by an officer. If the Chair allows this, any statement should be 500 words or fewer, and would need to be submitted to democratic.services@colchester.gov.uk by noon on the working day before the meeting.

North Essex Parking Partnership

Terms of Reference of the Joint Committee

The role of the Joint Committee is to ensure the effective delivery of Parking Services for Colchester Borough Council, Braintree, Epping Forest, Harlow, Tendring and Uttlesford District Councils, in accordance with the Agreement signed by the authorities in 2022.

Members are reminded to abide by the terms of the legal agreement: “The North Essex Parking Partnership Joint Committee Agreement 2022 ‘A combined parking service for North Essex’ ” and in particular sections 32 and 33.

Sub committees may be established. A sub-committee will operate under the same terms of reference.

The Joint Committee **will be responsible for** all the functions entailed in providing a joint parking service including those for:

- Back-Office Operations
- Parking Enforcement
- Strategy and Policy Development
- Signage and Lines, Traffic Regulation Orders (function to be transferred, over time, as agreed with Essex County Council)
- On-street charging policy insofar as this falls within the remit of local authorities (excepting those certain fees and charges being set out in Regulations)
- Considering objections made in response to advertised Traffic Regulation Orders (as part of a sub-committee of participating councils)
- Car-Park Management (as part of a sub-committee of participating councils)

The following are **excluded** from the Joint Service (these functions will be retained by the individual Partner Authorities):

- Disposal/transfer of items on car-park sites
- Decisions to levy fees and charges at off-street parking sites
- Changes to opening times of off-street parking buildings
- Ownership and stewardship of car-park assets
- Responding to customers who contact the authorities directly

The Joint Committee has the following specific responsibilities:

- the responsibility for on street civil parking enforcement and charging, relevant signs and lines maintenance and the power to make relevant traffic regulation orders in accordance with the provisions contained within the Traffic Management Act 2004 and the Road Traffic Regulation Act 1984

Strategic Planning

- Agreeing a Business Plan and a medium-term Work (or Development) Plan, to form the framework for delivery and development of the service.
- Reviewing proposals and options for strategic issues such as levels of service provision, parking restrictions and general operational policy.

Committee Operating Arrangements

- Operating and engaging in a manner, style and accordance with the Constitution of the Committee, as laid out in the Agreement, in relation to Membership, Committee Support, Meetings, Decision-Making, Monitoring & Assessment, Scrutiny, Conduct & Expenses, Risk and Liability.

Service Delivery

- Debating and deciding
- Providing guidance and support to Officers as required to facilitate effective service delivery.

Monitoring

- Reviewing regular reports on performance, as measured by a range of agreed indicators, and progress in fulfilling the approved plans.
- Publishing an Annual Report of the Service

Decision-making

- Carrying out the specific responsibilities listed in the Agreement, for:
 - Managing the provision of Baseline Services
 - Agreeing Business Plans
 - Agreeing new or revised strategies and processes
 - Agreeing levels of service provision
 - Recommending levels of fees and charges
 - Recommending budget proposals
 - Deciding on the use of end-year surpluses or deficits
 - Determining membership of the British Parking Association or other bodies
 - Approving the Annual Report
 - Fulfilling obligations under the Traffic Management Act and other legislation
 - Delegating functions.

(Note: the Committee will not have responsibility for purely operational decisions such as Staffing.)

Accountability & Governance

- Reporting to the Partner Authorities, by each Committee Member, according to their respective authorities' separate arrangements.
- Complying with the arrangements for Scrutiny of decisions, as laid out in the Agreement
- Responding to the outcome of internal and external Audits

North Essex Parking Partnership
Joint Committee Meeting – On-Street
Thursday 19 June 2025. Meeting to be held at
Colchester Town Hall, High Street, Colchester CO1 1PJ

Agenda

Attendees

Executive Members:-

Cllr Mick Barry (Tendring)
Cllr Graham Butland (Braintree)
Cllr Martin Goss (Colchester)
Cllr Neil Hargreaves (Uttlesford)
Cllr Paul Honeywood (Essex)
Cllr Nicky Purse (Harlow)
Cllr Ken Williamson (Epping Forest)

Officers who will or may attend:-

Trevor Degville (Parking Partnership)
Jake England (Parking Partnership)
Jo Heynes (Essex County Council)
Amelia Hoke (Epping Forest)
Owen Howell (Colchester City Council)
Dean James (Harlow)
Sarah Lewin (Uttlesford)
Esme McCambridge (Braintree)
Hayley McGrath (Colchester City Council)
Andrew Nepean (Tendring)
Charlotte Paine (Braintree)
Richard Walker (Colchester)
Danielle Wood (Parking Partnership)

	Introduced by	Page
1. Election of a Chairman The Joint Committee must appoint a Chairman for the 2025-26 year at its Annual Meeting.	Owen Howell	
2. Election of a Vice Chairman The Joint Committee must appoint a Vice Chairman for the 2025-26 year at its Annual Meeting.		
3. Welcome & Introductions		
4. Apologies and Substitutions		
5. Declarations of Interest The Chairman to invite Councillors to declare individually any interests they may have in the items on the agenda.		
6. Have Your Say The Chairman to invite members of the public or attending councillors if they wish to speak either on an item on the agenda or a general matter, or to present a petition.		
7. Minutes To approve as a correct record the draft minutes of the Joint Committee meeting held on 20 March 2025.		7-14
8. Urgent Items The Joint Committee will consider any urgent items of business raised.		

Continues overleaf

North Essex Parking Partnership

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|---|------------------------------|-----------------------|
| <p>9. NEPP Financial Update and 2024-25 outturn
 This report updates Members on the North Essex Parking Partnership's finances.</p> | <p>Paul Atkinson</p> | <p>15-18</p> |
| <p>10. Annual Governance Review and Internal Audit
 The report considers the Governance Review and Internal Audit of the North Essex Parking Partnership for the year 2024/25</p> | <p>Hayley McGrath</p> | <p>19-32</p> |
| <p>11. Annual Review of Risk Management
 This report concerns the 2025/26 Risk Management Strategy and current strategic risk register for the Partnership</p> | <p>Hayley McGrath</p> | <p>35-50</p> |
| <p>12. Traffic Regulation Order Application Decision Report – Tendring District
 This report seeks decisions to either approve, defer or reject Traffic Regulation Order proposals from the list of applications that have been received for areas in the Tendring District</p> | <p>Danielle Wood</p> | <p>51-54</p> |
| <p>13. NEPP Joint Committee Agreement 2022 (as amended Draft v4)
 This report seeks to update the North Essex Parking Partnership (NEPP) Joint Committee on the proposal to amend the current agreement and agree to send the proposal to Essex County Council's (ECC) Legal Department for consideration.</p> | <p>Jake England</p> | <p>55-114</p> |
| <p>14. Forward Plan 2025-2026
 This report concerns the 2025-26 Forward Plan of meetings for the North Essex Parking Partnership.</p> | <p>Owen Howell</p> | <p>115-118</p> |

NORTH ESSEX PARKING PARTNERSHIP JOINT COMMITTEE FOR ON-STREET PARKING

20 March 2025 at 1.00pm

**Braintree District Council, Causeway House, Bocking End,
Braintree**

Members Present:

Councillor Graham Butland (Braintree District Council)
Councillor Neil Hargreaves (Uttlesford District Council)
Councillor Ken Williamson (Epping Forest District Council)

Substitutions:

Councillor Tom Cunningham for Councillor Paul Honeywood (Essex).
Councillor Alastair Gunn for Councillor Nicky Purse (Harlow)

Apologies:

Councillor Mick Barry, Councillor Martin Goss, Councillor Paul Honeywood,
Councillor Nicky Purse.

Also Present:

Paul Atkinson (Colchester City Council)
Robert Carmichael (Colchester City Council)
Trevor Degville (Parking Partnership)
Jo Haynes (Essex County Council)
Amelia Hoke (Epping Forest District Council)
Owen Howell (Colchester City Council)
Dean James (Harlow District Council)
Sarah Lewin (Uttlesford District Council)
Esme McCambridge (Braintree District Council)
Andrew Nepean (Tendring District Council)
Mel Rundle (Colchester City Council)
Richard Walker (Parking Partnership)

198. Minutes

RESOLVED that the minutes of the meeting held on 23 January 2025 be approved as an accurate record.

199. NEPP Financial Update

Paul Atkinson, Deputy Section 151 Officer [Colchester City Council], presented the financial position of the NEPP as at the end of Month Eleven of 2024-25. Variances were given on items by line, with the overall picture to date showing a £67k surplus.

Expenditure included an overspend on management costs, partly owing to paternity leave. There had been no increase in management numbers, but there were cost increases from pay inflation and the increase in employers' contributions to National Insurance. Recruitment of Civil Enforcement Officers [CEOs] had increased, and the £1.78m budget line for CEOs and Supervision was in line with the previous year. Back-office costs had seen a slight increase, and Data-led Services expenditure was due to be zero for 2025-26.

Traffic Regulation Order [TRO] costs were forecast to see a small reduction, whilst Premises costs had been corrected to cover the two units maintained in the Harlow area. Costs for supplies and services were expected to remain broadly unchanged from 2024-25. Third-party payments were expected to reduce, whilst the bad debt predicted to hold steady at £70k. A small increase in permit income was expected, and Penalty Charge Notice [PCN] Income was expected to rise slightly to £2,100k. The reserves position was laid out for the Joint Committee.

The Deputy Section 151 Officer was asked whether there was anything in the Budget's expected income which involved work requiring public consultations. More detail was requested as to how the working time of Richard Walker, Head of Parking, was split between the NEPP and Colchester City Council. A breakdown was requested of the back-office costs shown.

The Head of Parking confirmed that there was nothing in the expected income shown in the Budget which related to work on which the public would need consultation before proceeding. Regarding the split of his time, the Head of Parking explained the balance between work on NEPP matters and work on Colchester parking, estimating that around 45% of his time was spent working on off-street parking in Colchester. There was likewise a split in back-office costs between on- and off-street parking work, with the Budget apportioning costs on that basis. The Head of Parking explained how the split was worked out and work apportioned area by area. No significant variation was expected from previous years. An action point was agreed for the Head of Parking to provide Joint Committee members with a summary as to how the splitting of his time, and back-office resource, between on- and off-street parking had been calculated.

The Joint Committee welcomed the NEPP's return to a surplus position, and asked for more information as to how bad debts were now handled by the

organisation. The Head of Parking noted the difference in PCNs issued year by year, including the very limited issuing around the time of the Pandemic, necessitated by the situation at the time. A small increase in PCNs issued had been recorded in the current year and variations in that Budget line were expected to settle out. The last few months of the financial year were always critical for PCNs, e.g. poor weather could cause a significant reduction in PCNs issued. The full bad debt value for the year was not available as year end for 2024-25 had not yet been reached.

RESOLVED that the JOINT COMMITTEE:

- a) Approves the Budget for 2025/26, as set out in Appendix A.
- b) Notes the forecast outturn for 2024/25 as of 28th February 2025 (Month 11).
- c) Notes the projected impact of the forecast outturn for 2024/25 and the Parking Reserve balance.

200. NEPP Business Plan

Richard Walker, Head of Parking, underscored that no significant changes were proposed for the Plan, compared to the last time this was examined by the Joint Committee, due mainly to the work still ongoing to rebuild the Partnership's reserves. The organisation's transformation project had now been completed, and new structure was in place.

The NEPP's history over the past few years was outlined, and a rundown given of the content of the updated Business Plan, which now included content covering local government reorganisation as well as explaining the split of on- and off-street work and budget arrangements.

The Joint Committee was informed that the increase in the real living wage rate meant that the pay bands were being squeezed upward at the bottom end of the pay scale. There was now an urgent need to conduct work on sign and line maintenance, following a few years of no work being done on this as an expenditure-cutting measure. The parking sector as a whole would be taking on responsibility for funding the National Parking Platform [NPP] development work, following an end to Government funding for this. The Platform was described as a way to allow different parking apps to be usable to pay for parking across the UK, ending the need for motorists to install individual apps for different parking sites.

The National Persistent Evader Database [NPED] would make data sharing easier and lead to swifter police action where necessary.

The National Blue Badge Day of Action was described and outcomes given, leading to ways to reduce Badge misuse nationwide. It was likely that the Day of Action would be expanded to a whole week in the future. A Committee member asked if more communications and promotion work could be carried out for the Day/Week of Action, to which the Head of Parking agreed that this was a good idea.

The Digital Traffic Regulation Orders [D-TRO] initiative had now been updated, and all TROs would need to be digital and handled/advertised online from some point between June and October 2025. The online open data for these would be used to inform autonomous/semi-autonomous vehicles.

Examples of issues were given regarding obstructive parking on footways, indicating where footway parking might be necessary, and in identifying where problems were caused. A preference for deregulation had been shown in meetings of the British Parking Association [BPA], but with local authorities having discretionary powers regarding rule setting and enforcement. Consultation responses from 2020 were still being worked through by Government. The parking industry had been told that action would be taken 'soon.'

There was no power for the NEPP to increase the penalty charge for PCNs, as this power resided with Government. There would be a positive effect on the NEPP Budget if PCN rates were to increase in line with inflation. Organisations such as the BPA, LGA [Local Government Association] and Control were all lobbying for a change to allow PCN levels to be set locally, subject to veto powers of the Secretary of State for Transport.

The Joint Committee was informed that the NEPP's operating system was due for renewal in about 18 months and would need to be replaced.

Concern was expressed by the Committee at the unviability of the NEPP having fixed income from PCNs, with costs continuing to rise from inflation. Some support was voiced for the idea that PCN levels should be decided locally, rather than by Government.

A Committee member noted that submissions for the initial consultation on local government reorganisation [LGR] would need to be submitted by the following day, with a deadline of 26 September for specific proposals to then be put forward. The Government's response was expected within the 2025-26 financial year. It was emphasised how much work this would mean for member authorities' officers, and the Committee member suggested that all work plan content for the Joint Committee should have to be able to show that it was necessary to be done. The possibility that staff would start to seek to leave the local authorities of Essex was raised, which would lead to the existing councils experiencing more and more impacts from staffing shortfalls.

The suggestion was made that LGR should be more prominently covered in the Business Plan, including any deadline dates which NEPP partners would need to meet, and that staff should only be tasked with new work if it was absolutely necessary. Another Committee member stated that his council had introduced a system to assess all its work processes and decide which needed to continue and which should be stopped. This was to allow officers to concentrate on necessities. The Head of Parking noted that all reports to the past three Joint Committee meetings had included a section on LGR. The Business Plan had been significantly trimmed, and all work had been reviewed last year as part of the recovery plan. Only core operations were now being continued.

The Joint Committee considered the expectation that elected members for the new councils were expected to be in place by 2028. A Committee member suggested that the NEPP should switch back to budgeting district by district, which might make it easier to transition to whatever the new arrangements would be, following LGR.

The Joint Committee discussed the ending of Park Safe project work on changing poor parking behaviour around schools. The project had been too successful at changing people's behaviour, which had meant that it had not been self-funding. The four fixed cameras and two Park Safe cars had been in use at sites where need was identified. Much work had needed to be done to install cameras and then move them to the next sites. 41 sites had been identified for the pilot project, with the NEPP addressing four, then moving on to the next four, and so on. Whilst expectation had been that it would take around 1.5 terms for the cameras to improve parking behaviour, it was found that on average problems were reduced by 82% within five weeks of cameras being installed.

The cost of relocating cameras had significantly increased, along with the cost of new equipment. The scheme could not be made to be self-funding, but had generated a lot of data, and feedback from CEOs also. There was the possibility that a shared services scheme of this type, on a larger scale, could be made to work. Examples were given as to where cameras could be most effective, e.g. around school clusters. Not all data and issues had been analysed, but the NEPP aimed to seek a way forward in the coming financial year.

The Head of Parking was asked how large an increase in sign and line maintenance was expected, and explained the budgetary decision previously taken to not do this work for the past few years. There were now items of maintenance work which were needed urgently in many places. There were issues where lack of maintenance was making restrictions unenforceable. There was a combination of general maintenance and specific problems to address.

A Joint Committee member suggested that copies of the Business Plan be produced to help show people what the NEPP did. The Head of Parking agreed that this could be done.

RESOLVED that the JOINT COMMITTEE adopts the NEPP Business Plan for 2025/26, with additional content regarding the prioritisation of work, proceeding into LGR.

201. Agreement wording amendments update

Councillor Hargreaves gave a summary of the work that had been done regarding suggested alterations to the wording of the NEPP Agreement being put forward by Uttlesford and Tendring District Councils. A substantive response had only been received from Colchester City Council and the NEPP. A meeting had been held with their representatives, Councillor Barry of Tendring District Council, and officers on the Monday of this week, prior to this meeting. Further changes had then been incorporated and circulated to all Joint Committee members on that

Monday. The Section 151 Officer had advised that the NEPP should seek to maintain a £400k reserve, and a change had been proposed to specify that TROs could be introduced, even if the £400k reserve was not in place, as long as the TROs were cost neutral. A list of non-delegated TRO functions had been obtained. Councillor Hargreaves stated that the proposal he was working on would see parking and red lines outside of schools specified as being for Essex County Council to handle, as the education authority.

Regarding the provisions for partners leaving the NEPP, Councillor Hargreaves stated that there had been a lack of clarity on exit arrangements. The proposal under discussion would see an equal split of reserves or debt between all partners, unless all partners agreed otherwise.

The proposed amendments would see the deletion of most of Appendices E and F, where content did not have a function or was contradictory. Content was suggested to say that the NEPP could do other project work, with the Joint Committee's approval, especially if it were to be income generating. Not much of this type of work was expected, with LGR progressing.

A draft had been circulated to all Joint Committee members, and Councillor Hargreaves set out that he intended to next send a copy to the Head of Legal Services at Essex County Council, to identify any problems from the County Council's perspective, and he would seek their response by the end of April.

Councillor Cunningham, Essex County Council, stated that he was not happy with the manner in which the process on this matter had been carried out, and that the Chairman of the JPC, Councillor Honeywood, had thought it appropriate to remove the item from this meeting's agenda, to allow constructive consultation and conversation beforehand. Councillor Cunningham expressed his belief that the suggested amendments had not been circulated to all partners and officers. Councillor Hargreaves confirmed that the original draft had been circulated to all partners some months ago, and only one response had been received. Councillor Hargreaves stated that he was happy to give further time for partners to provide comments and asked for a timeframe from the Joint Committee. Councillor Cunningham clarified that his concerns were not around the timeframes set, but that it was important to first consult those who could advise on what was possible, and that this proposal should first have been put to the County Council.

It was noted that the most recent draft had only been shared a few days prior to this meeting, and a Committee member requested that the Joint Committee think about how this matter was to be handled, emphasising the need to work together, listen and constructively engage.

A Committee member asked the Joint Committee to consider what the worst thing that could happen would be, should this matter not be taken any further, making the argument that there was no point working continuing with Agreement amendments if the organisation would not be continuing to exist. The NEPP partners' legal teams would all be very busy working on preparing for LGR, and the Joint Committee should decide what work was vital to do, and what was not, with other issues appearing to be much higher priority, in the current

circumstances, and officer time likely to be stretched.

A complaint was made by a Joint Committee member that the latest version of suggested amendments had only been circulated around 23:15 on the most recent Monday, just two full working days prior to this meeting, which had not given partners enough time to consider the proposals. Councillor Cunningham raised significant dissatisfaction with the proposal to transfer functions from the NEPP to the County Council, where these would involve cost implications for that Council which had not been identified or quantified. Councillor Hargreaves noted that the NEPP had never worked on traffic regulation orders for new developments, and that he would be happy to agree to dropping the proposal to transfer any functions to the County Council, if that Council was not supportive of it.

A substitute on the Committee expressed dissatisfaction that there was nothing in the agenda giving details of the proposals, so no view could be given on them. This Committee member however stated that they had received officer advice raising concerns with the amendments as circulated.

Councillor Hargreaves stated that he would seek offline consultations with all NEPP partners and would recirculate any suggestions to all NEPP partners.

202. Forward Plan 2024-2025

A request was made for future NEPP Joint Committee dates to be added to members' calendars. Owen Howell, Clerk to the Committee, gave assurance that the 2025-26 meeting dates would be added to the NEPP website, and Outlook invitations issued to all Joint Committee members and attending officers.

RESOLVED that the JOINT COMMITTEE approves the North Essex Parking Partnership Forward Plan for 2024-25.



North Essex Parking Partnership

Joint Parking Committee

Meeting Date: 19th June 2025

Title: NEPP Financial Update – 2024/25 Financial Outturn

Author: Paul Atkinson – Interim Director of Finance (Deputy Section 151 Officer)

Presented by: Paul Atkinson

This report updates Members on the North Essex Parking Partnership's finances.

1. Recommended Decisions

- 1.1. To note the outturn for 2024/25 and the impact of the Parking Reserve balance.

2. Reasons for Recommended Decisions

- 2.1. To achieve good practice governance in terms of monitoring and controlling in-year expenditure that supports the future delivery of the Partnership's objectives, whilst balancing the long-term financial sustainability of the NEPP and mitigating the financial risk exposure of partner councils.

3. Background and Introduction

- 3.1. This report updates the Committee on:
 - The financial outturn position of the NEPP for the year 2024/25.
 - The projected impacts on the NEPP Reserve balance.

4. Outturn 2024/25

- 4.1. The outturn position for 2024/25 as of 31st March 2025, presented in Appendix A, shows a year-end surplus of £117,903, which is £12,265 above the assumed surplus of £105,600 in the 2024/25 Budget. The NEPP Reserve has a closing surplus balance of £78,982 as at 31st March 2025.
- 4.2. Within the overall surplus of £117,903, there was an **overspend of £127,101 on expenditure budgets**. Significant variances within this include:
 - **Data Led Services overspend of £167,804.** No budget was set in 2025/26 as at the time of budget setting the restructure, removing the DLS team, was expected to conclude in 2023/24. An extended staff consultation period pushed some expenditure into 2024/25. Costs incurred include associated restructuring costs (e.g. notice period payments, severance payments and pension costs).

- **Bad debt provision being £117,200 higher than planned.** The 2024-25 financial year was the first in which a provision was budgeted for bad debt, mitigating some financial risk. However, PCN issuance also increased across the year, especially at year-end, now exceeding pre-COVID levels and increasing bad debt provision estimations.
- **A £156,677 underspend on CEOs and Supervision.** This is driven by performance management attrition and long-standing recruitment and selection challenges, leading to an approximate average of 7.5% vacancy factor across the team in the year.
- Other smaller variances include a £39,260 overspend on back-office employee costs before the new organisational structure was implemented in June 2025, and an intentional underspend of £43,991 on supplies and services, by limiting and delaying purchasing, to help offset NEPP Transformation overspend.

4.3 For income budgets there was an over-recovery of £123,503. Variances within this include:

- **£102,339 additional Parking Permits/Season Tickets income.** This is due to the increase in Permit charges agreed by the Committee on 18th July 2024.
- **£45,597 under-recover of income on Parking Charges and Other Fees.** Recently adopted Pay and Display sites were assumed to be operational for the full financial year when the budget was originally drafted. Following a delay, only partial implementation has been achieved so far. This has had a negative impact on income levels achieved in this financial year. However, early income levels achieved at operational sites are in line with expectations.
- **£66,761 over recovery of income across other areas.** This includes £97,674 additional income for TRO works and additional unbudgeted income from other local authorities for one off work, such as Safer School patrols and Ride London. This was partially offset by a £30,913 budget shortfall of PCN income for the year.

5. Budget 2025/26

5.1. The 2025/26 budget was approved at the NEPP joint committee meeting on 20 March 2025, and is shown at Appendix A for reference.

6. NEPP Reserve Movements/Balance

6.1. Following transfer of the £117,903 surplus the reserve balance as at 31 March 2025 is £78,902. Based on an estimated surplus of £64,593 in 2025/26, the balance at 31 March 2026 is forecasted to be £143,575.

7. Standard References

7.1 North Essex Parking Partnership (NEPP) Joint Committee Agreement (2022).

NEPP Financial Update - 2024/25 Outturn

North Essex Parking Partnership (NEPP)					
2024/25 Outturn					
31st March 2025 - Outturn					
		2024/25			2025/26
		Budget (2024/25)	Actual (2024/25)	Variance (2024/25)	Draft Budget 2025/26
		£	£	£	£
Expenditure					
	<i>Employee Costs (Direct)</i>				
	Management	133,397	164,200	30,803	159,322
	CEOs & Supervision	1,724,425	1,558,748	-165,677	1,781,630
	Back Office	388,800	428,060	39,260	444,975
	Data Led Services	0	167,804	167,804	0
	TRO's	282,300	250,787	-31,513	236,400
	<i>Other Costs (Direct)</i>				
	Premises / TRO Maintenance costs	68,480	67,029	-1,451	98,650
	Transport costs (running costs)	48,425	78,813	30,388	61,030
	Supplies & Services	452,390	408,399	-43,991	459,330
	Third Party Payments	30,000	14,278	-15,722	19,350
	Bad Debts	70,000	187,200	117,200	70,000
		3,198,217	3,325,318	127,101	3,330,687
Income					
	Penalty Charges (PCNs)	-2,100,000	-2,069,087	30,913	-2,100,000
	Parking Permits/Season Tickets	-1,036,500	-1,138,839	-102,339	-1,157,900
	Parking Charges and other fees	-536,000	-490,403	45,597	-566,000
	Other income	-61,600	-159,274	-97,674	-1,500
		-3,734,100	-3,857,603	-123,503	-3,825,400
DIRECT COSTS (NET)		-535,883	-532,285	3,598	-494,713
CORPORATE OVERHEADS (INDIRECT)		430,245	414,382	-15,863	430,120
TOTAL COSTS		-105,638	-117,903	-12,265	-64,593
Forecast Movement on NEPP Reserve					
		£			
	Opening Balance 01/04/23 (Actual B/Fwd.)	160,083	Deficit		
	Actual Contribution 2023/24	-121,162			
	Balance 31/03/24 (Outturn)	38,921	Deficit		
	Opening Balance 01/04/24 (Actual B/Fwd.)	38,921	Deficit		
	Actual Contribution 2024/25	-117,903	Surplus	Reflects outturn surplus	
	Balance 31/03/25 (Outturn)	-78,982	Surplus		
	Opening Balance 01/04/25	-78,982	Surplus		
	Budgeted Contribution 2024/25	-64,593	Surplus	Reflects budgeted surplus	
	Forecast Balance 31/03/26	-143,575	Surplus		



North Essex Parking Partnership

Meeting Date: 19 June 2025

Title: Annual Governance Review and Internal Audit

Author: Hayley McGrath, Corporate Governance Manager, Colchester CC

Presented by: Hayley McGrath

The report considers the Governance Review and Internal Audit of the North Essex Parking Partnership for the year 2024/25.

1. Recommended Decision(s)

1.1. The Joint Committee is requested to:

- note the Annual Governance Review of the North Essex Parking Partnership (NEPP), and;
- consider the progress on implementing Internal Audit recommendations for the North Essex Parking Partnership.

2. Reasons for Recommended Decision(s)

- 2.1. The service is provided by the lead authority on behalf of the partners, and it is therefore appropriate that the Joint Committee is provided with assurance that the service is being appropriately managed.

3. Background Information

- 3.1. Previously the Accounts and Audit regulations required the Joint Committee to annually review the service's internal control arrangements and complete a governance statement and a small bodies return. The minimum turn-over limits have been raised and the service no longer has a duty to complete these items.
- 3.2. However, it is felt appropriate that the Joint Committee is still provided with assurances about the effectiveness of the internal control arrangements and the internal audit review forms a significant part of the review.
- 3.3. All audit reports are given one of four assurance ratings – no assurance, limited assurance, reasonable assurance or substantial assurance. This is based on the number and severity of the recommendations. A guide to assurance levels and recommendations is set out at Appendix 1.

4. 2024/25 Governance Review

- 4.1. The small bodies return required the Committee to confirm that the service had complied with several areas of governance. Therefore, the governance review has assessed the following areas:
- An adequate system of internal control was maintained, including measures designed to prevent and detect fraud and corruption.
 - Risks were appropriately assessed and controlled.
 - Accounting records and control systems were subject to an effective system of internal audit.
 - Appropriate action was taken in respect of any external and internal audit recommendations.
- 4.2. Many of the systems that the Partnership uses are managed by Colchester City Council and are subject to their internal control procedure and review processes. Colchester City Council has a duty to produce an Annual Governance Statement (AGS), that reviews the effectiveness of internal control arrangements. The AGS for 2024/25 will not be formally agreed until the completion of the Statement of Accounts for 2024/25. Whilst the draft statement highlights some areas for improvement, none of the potential weaknesses have a direct impact on the NEPP, and overall an effective system of control was in operation at Colchester City Council during 2024/25.
- 4.3. The renewed joint agreement has been in operation since its approval in June 2022. During 2024/25 there has been various discussions around proposed amendments put forward by two of the partners, to clarify exit arrangements if partners wished to withdraw from the arrangement and also removing content that did not have a function or was contradictory. These discussions are still continuing alongside consideration of the impacts of the potential Local Government Reorganisation.
- 4.4. The business plans that were agreed in 2023/24, to manage the financial pressures on the partnership, were implemented in June 2024. Whilst this has caused pressure during the year, with unexpected costs, caused by such things as pension regulation changes, the financial position has improved and it is anticipated that the accounts for 2024/25 will show a surplus.
- 4.5. The business plan for 2024/25 also included actions to manage the difficulties in recruiting Civil Enforcement Officers (CEO's) that had been experienced in previous years. This included reviewing the starting salary, providing occupational and mental health support, and monitoring body worn camera footage. This has led to significant improvements in recruitment and retention of CEO's.
- 4.6. The current agreement requires a minimum £400k surplus on our reserve fund before entertaining Traffic Regulation Order implementation; however, the Joint Committee agreed to continue this function contrary to the agreement.
- 4.7. The Parking Partnership has a risk management process, which is supported by a strategy and risk registers. The joint committee receive a separate assurance report on risk management.
- 4.8. No issues or concerns have been reported directly to the Corporate Governance Manager by any partner during the year, and the Internal Audit process has not highlighted any major weaknesses in control.

- 4.9. Overall, it is considered that there were adequate systems of control in place in the North Essex Parking Partnership during 2024/25.

5. 2024/25 Audit Review

- 5.1. It was agreed in June 2022 that as long as the partnership maintained a minimum of a reasonable assurance rating, a full audit of the partnership would be carried out every other year, with the accounting transactions assessed in between.
- 5.2. The last audit was completed in December 2022, therefore a full audit was carried out in February 2025. A copy of the audit report is attached at Appendix 2.
- 5.3. There were two level 3 (routine) recommendations which resulted in a reasonable assurance rating. Whilst the rating is the same as previously, the number and level of recommendations has improved, the previous audit had two level 2 and one level 3 recommendation.
- 5.4. The recommendations related to:
- Reviewing the competitiveness of the cash collection contract
 - Updating of the NEPP website to reflect the current Civil Enforcement Discretion and PCN Cancellation Policy

The recommendations from the previous audit had related to updating policies, monitoring the budget deficit and monthly PCN reconciliations.

- 5.5. Both recommendations have been accepted and the policy on the website has already been updated. The cash collection issue only relates to Colchester off street sites, and as such NEPP are waiting for Colchester to decide if it is going to move fully to cashless parking.
- 5.6. As well as the specific audit of the partnership, the audit of Colchester City Council's key financial controls includes sampling partnership transactions. This assess the systems and controls in place within the financial systems of the Council, including bank payments, reconciliations and payment authorisations, to confirm that these are operating adequately, effectively and efficiently. Parking partnership transactions were included in the audit sampling.
- 5.7. The Key Financial Controls audit did not identify any concerns relating to Parking Partnership transactions.

6. Conclusion and Recommendations

- 6.1. There were no significant governance issues raised during the year and the audit process did not highlight any areas of concern that affect the overall control arrangements of the Partnership.
- 6.2. The review has demonstrated that the governance arrangements for the Partnership continue to be effective.
- 6.3. Members are asked to review and comment on the governance processes and internal audit reports.

7. Standard References

- 7.1. Having considered consultation, equality, diversity and human rights, community safety, health and safety and risk management implications, there are none that are significant to the matters in this report.

8. Appendices

8.1 Appendix 1: Key to Assurance Levels

Appendix 2: Internal Audit report for North Essex Parking Partnership May 2025.

Key to Assurance Levels

Assurance Gradings

Internal Audit classifies internal audit assurance over four categories, defined as follows:

Assurance Level	Evaluation and Testing Conclusion
Substantial	There is a robust system of internal controls operating effectively to ensure that risks are managed and process objectives achieved.
Reasonable	The system of internal controls is generally adequate and operating effectively but some improvements are required to ensure that risks are managed and process objectives achieved.
Limited	The system of internal controls is generally inadequate or not operating effectively and significant improvements are required to ensure that risks are managed and process objectives achieved.
No	There is a fundamental breakdown or absence of core internal controls requiring immediate action.

Recommendation Levels

Internal Audit categories recommendations according to their level of priority as follows:

Priority Level	Staff Consulted
1.	Urgent. Fundamental control issue on which action should be taken immediately.
2.	Important. Control issue on which action should be taken at the earliest opportunity.
3.	Routine. Control issue on which action should be taken.
OEM	Operational Effectiveness Matter. Items that would be best practise / improvements but do not impact on the effectiveness of the controls.



Colchester City Council

Assurance Review of Parking Services Income Partnership

May 2025

Final

Executive Summary

OVERALL ASSESSMENT



ASSURANCE OVER KEY STRATEGIC RISK / OBJECTIVE

C01 - Failure or inappropriate performance management of one or more strategic partnerships or key contracts

SCOPE

Policies & procedures, accounting for income, joint committee, management info, cash collection processes, refunds, security & keys, debt management, enforcement, complaints.

KEY STRATEGIC FINDINGS



Parking services policies are available on North Essex Parking Partnership (NEPP) website, however some of the documents are due for review.



All 30 complaints tested were allocated to officers and resolved on a timely basis.



The Joint Committee held meetings on a regular basis as required by the terms of reference of the committee.



An up-to-date partnership agreement is in place for North Essex Parking Partnership Joint Committee.

GOOD PRACTICE IDENTIFIED



Client officer meetings with representatives from all partner authorities took place prior to the Joint Committee meeting.

ACTION POINTS

Urgent	Important	Routine	Operational
0	0	2	0

Assurance - Key Findings and Management Action Plan (MAP)

Rec.	Risk Area	Finding	Recommendation	Priority	Management Comments	Implementation Timetable (dd/mm/yy)	Responsible Officer (Job Title)
1	Directed	A third-party cash collection contractor, G4S, is responsible for the collection of cash from car parking machines. There is a contract in place with G4S, and a review of the contract confirmed that it was signed by representatives of CBC and G4S. The contract has been in place since 2016 and is a rolling contract, which can be terminated at 3 months' notice by either party.	The council to review the competitiveness of the contract, as over 10 years have passed since the start date.	3	As discussed at review meeting – this is down to CCC to consider going completely cashless - coin collections only take place in Colchester car parks rather than anywhere else in the partnership and we need Colchester CC to decide if it is going to keep coin collect or move fully to cashless as the other partners have.	On-going	Danielle Wood (Group Development manager) and Trevor Degville (Engineering Manager)
2	Directed	The North Essex Parking Partnership (NEPP) have policies and procedure in place to provide guidance and controls on the services rendered by the Partnership. It was confirmed that the policies and procedures are on the NEPP website and are accessible by members of the public. The Parking Management Policy and Parking Partnership Operational Protocols (POP) are key policies and are available on the NEPP website. The NEPP website does not reflect the Civil Enforcement Discretion and PCN Cancellation Policy, which supersedes both the Enforcement and Discretion Policy and the Penalty Charge Notice Cancellation Policy.	The NEPP website must be updated to reflect the current Civil Enforcement Discretion and PCN Cancellation Policy. References to the superseded Enforcement and Discretion Policy and the Penalty Charge Notice Cancellation Policy be removed.	3	Following the review meeting where it was believed that the website only had the correct Civil Enforcement Discretion and PCN Cancellation Policy on there – it was reviewed and the old link which was also still on there was removed.	Completed	N/A

PRIORITY GRADINGS

1	URGENT	Fundamental control issue on which action should be taken immediately.
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2	IMPORTANT	Control issue on which action should be taken at the earliest opportunity.
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3	ROUTINE	Control issue on which action should be taken.
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Operational - Effectiveness Matter (OEM) Action Plan

Ref	Risk Area	Finding	Suggested Action	Management Comments
No Operational Effectiveness Matters raised.				

ADVISORY NOTE

Operational Effectiveness Matters need to be considered as part of management review of procedures.

Findings



Directed Risk:

Failure to properly direct the service to ensure compliance with the requirements of the organisation.

Ref	Expected Key Risk Mitigation		Effectiveness of arrangements	Cross Reference to MAP	Cross Reference to OEM
GF	Governance Framework	There is a documented process instruction which accords with the relevant regulatory guidance, Financial Instructions and Scheme of Delegation.	Partially in place	1, & 2	-
RM	Risk Mitigation	The documented process aligns with the mitigating arrangements set out in the corporate risk register.	Out of scope	-	-
C	Compliance	Compliance with statutory, regulatory and policy requirements is demonstrated, with action taken in cases of identified non-compliance.	In place	-	-

Other Findings











There is a Parking Development Plan from 2022 to 2025 which should be read with the Business plan report 2024. This was approved at the Joint Parking Committee in February 2024. The Development Plan sets the scene for operations between 2022 and 2027.



The North Essex Parking Partnership (NEPP) is a council-run organisation which brings together all street-based parking services in North Essex. The service is a partnership between Essex County Council and six district/borough councils:

- Braintree District Council.
- Colchester Borough Council - who are the lead authority for the partnership.
- Epping Forest District Council.
- Harlow Council.
- Tendring District Council.
- Uttlesford District Council.

Other Findings

-  There is an annual budget in place and monthly report including actual performance against budget is prepared by the Finance Business Partner. The annual budgeted income for 2024- 2025 is £3,734,000 and total budgeted cost is £3,198,000 leading to a budgeted surplus of £536,000. A review of the financial reporting monthly table for period 6 shows the forecast outturn surplus is £507,000. On 21st March 2024, the Joint Committee agreed the Base Budget for the 2024-2025 Financial Year.
-  A monthly report showing actual performance against budget in a table with supporting explanations is prepared and sent to NEPP.
A review of the minutes of the Joint Committee held on the 18th of July 2024 confirmed that the Finance Report of the outturn of period 12 2023-2024 was presented by the Service Director of Finance to the Joint Committee.
The meeting papers for the 14th of November 2024 include a Financial Report for period 6, however the meeting was cancelled and will be rescheduled.
-  A schedule on contribution invoices is generated monthly by the Accounts Receivable department and invoices raised and sent out to members of the partnership on a quarterly basis.
Sample testing of five invoices selected from the AR periodic schedule found that invoices were raised by the Accounts Receivable Team and sent to the Councils in the partnership on a timely basis and payments have been received from the Councils tested.
-  Penalty Charge Notices (PCNs) is one of the major sources of income to NEPP. The PCNs are uploaded to the Chipside Parking system and all details relating to the PCNs i.e. Device number, vehicle details, location, reason for PCN, penalty charged, where notice was placed, payment received and status of the PCN.
Sample testing of 30 PCNs selected across the financial year found that all required details are included on the system, five have been received for 22 of the 30 PCNs tested, seven were cancelled and three were overdue for payment and still open.
-  Chipside (the software provider for the parking system) performs a monthly reconciliation of PCNs.
Income received is reconciled with the PCNs monthly. A reconciliation is performed by the Council of the figures received from Chipside against the amount banked and the contra file (source data) to ensure all income due has been received from Chipside. A review of the reconciliation spreadsheet noted that where differences were identified in the reconciliation process, these are investigated and explained. It is noted that the reconciliation is done up to end of December 2024.
-  Client officer meetings take place with representatives from all partner authorities. The meetings take place prior to the Joint Committee and an action log is maintained to document key decisions and points made at the meetings. Meeting action logs were reviewed from June, July and October 2024 which contained the details of actions to be taken and action leads.
-  Monthly financial reports, including budget variance and forecasts are provided by the Council's Finance Team to the Assistant Director for Environment and Parking Business Manager. Quarterly operational reports (which will make up the annual report) are prepared and includes service overview, on street parking, off street parking, number of parking permits issued, number of parking permits extended, Percentage of issued PCNs which were challenged at the informal stage, People and performance, work programme and other relevant information. It was confirmed that the quarterly operational reports for January to March 2024 and April to June 2024 are available on NEPP website.
-  A schedule is in place for permit fees including residential and non-residential zones. The price permit for the year 2023 - 2024 was presented to and approved by the Joint Committee on the 22nd June 2023. The committee was asked to approve permit prices for financial years up to 2025.

Other Findings



Daily reports of cash collected from carpark machines are prepared by G4S and sent to NEPP. Receipts printed from the carpark machines detailing amounts collected are also given to NEPP. Daily reconciliation of the CALE report (operating software for the car parking machines) with the G4S report, for both cash and contactless Pay and Display machines, is done by a member of the Parking Team and countersigned by the Parking Business Manager. A Bulk Cash reconciliation is also carried out to reconcile income collected by G4S with income banked. A review of the Bulk Cash reconciliation confirmed that the reconciliation is up to date and latest reconciliation was done in November 2024.



NEPP receives income from revenue streams, including MiPermit, Car park income and PCNs. MiPermit enables the Partnership to accept electronic payments for pay & display car parking, residents and visitor permits, and season tickets. It was confirmed that the MiPermit, income collected by G4S is reconciled daily as part of the Bulk Cash reconciliation process.



The Parking Technical Manager maintains the car park pay points key cabinet log. The car park name, car park machine and key number are included in the log. The location of each key is also included in the key cabinet log. Keys held by the staff members of the Parking team are noted under the names of the staff members and access to the keys are restricted to the Parking services staff members.



The process for recovering unpaid PCNs is documented on the NEPP website. The process is as follows:
If there is a PCN debt that has not been paid, the local authority or a Magistrates' court issues a warrant of control or liability orders. This starts the process to recover the money. NEPP pass over the warrant to the Bailiffs and add £75.00 and issue an Enforcement Notice to the debtor within 7 days of the instruction. The time frame for the compliance stage is set at 21 days and this means an Enforcement Agent cannot visit the debtor until day 22, however during this time the debtor will be sent more letters, texts, emails and receive telephone calls. If a debtor has multiple instructions outstanding £75.00 can be added to each warrant. On Day 22, an Enforcement Agent can visit the address of the debtor and a fee of £235.00 is added, this is in addition to the £75.00 'Compliance Stage' fee. £235.00 can ONLY be added once, even when multiple warrants are outstanding. If the debt is not paid by the end of the Enforcement Stage, then possessions may be sold. This can include the debtor's own vehicle. An additional fee of £110 can also be added to the amount owed. Additional costs for storage, auctioning, etc can also be applied but are limited and must be approved by the court. It was confirmed that a total of 7064 PCNs valued £123,728.00 was passed to the Bailiffs between the period 1st April to date (6th December 2024). The sum of £13,048.74 was recovered by the Bailiffs in the same period.



There is a Debt Cancellation Policy in place which notes that when a PCN has reached the stage where it is to be registered at the at the County Court, it then becomes classed as a debt. The debt is registered with TEC and an Order of Recovery is sent to the debtor. If the debt is not paid, the PCN will be passed to the Bailiffs for recovery. NEPP works with three Bailiffs (Equita, Jacobs and Newlyn and there is a Service Level Agreement in place with the Bailiffs. The agreement commenced from August 2018 and was reviewed in April 2024.



NEPP use the Council's complaints policy and procedure as the Council is the lead authority in the Partnership. The Complaints policy and procedure can be found on the website. Complaints are managed via SharePoint and are assigned an investigating officer. Complaints received should be investigated and a reply issued with 28 days, as per the Council Complaints Policy. A total of 84 complaints were received in the current financial year. Sample testing of 30 complaints found that all 30 complaints were allocated to officers who investigated the complaints, and all complaints were closed before the 28-day deadline.

**Delivery Risk:**

Failure to deliver the service in an effective manner which meets the requirements of the organisation.

Ref	Expected Key Risk Mitigation		Effectiveness of arrangements	Cross Reference to MAP	Cross Reference to OEM
PM	Performance Monitoring	There are agreed KPIs for the process which align with the business plan requirements and are independently monitored, with corrective action taken in a timely manner.	In place	-	-
S	Sustainability	The impact on the organisation's sustainability agenda has been considered.	Out of scope	-	-
R	Resilience	Good practice to respond to business interruption events and to enhance the economic, effective and efficient delivery is adopted.	Out of scope	-	-

Other Findings - Section covered in MAP above

Scope and Limitations of the Review

- 1. The definition of the type of review, the limitations and the responsibilities of management in regard to this review are set out in the Annual Plan. As set out in the Audit Charter, substantive testing is only carried out where this has been agreed with management and unless explicitly shown in the scope no such work has been performed.

Disclaimer

- 2. The matters raised in this report are only those that came to the attention of the auditor during the course of the review and are not necessarily a comprehensive statement of all the weaknesses that exist or all the improvements that might be made. This report has been prepared solely for management's use and must not be recited or referred to in whole or in part to third parties without our prior written consent. No responsibility to any third party is accepted as the report has not been prepared, and is not intended, for any other purpose. TIAA neither owes nor accepts any duty of care to any other party who may receive this report and specifically disclaims any liability for loss, damage or expense of whatsoever nature, which is caused by their reliance on our report.

Effectiveness of Arrangements

- 3. The definitions of the effectiveness of arrangements are set out below. These are based solely upon the audit work performed, assume business as usual, and do not necessarily cover management override or exceptional circumstances.

In place	The control arrangements in place mitigate the risk from arising.
Partially in place	The control arrangements in place only partially mitigate the risk from arising.
Not in place	The control arrangements in place do not effectively mitigate the risk from arising.

Assurance Assessment

- 4. The definitions of the assurance assessments are:

Substantial Assurance	There is a robust system of internal controls operating effectively to ensure that risks are managed and process objectives achieved.
Reasonable Assurance	The system of internal controls is generally adequate and operating effectively but some improvements are required to ensure that risks are managed and process objectives achieved.
Limited Assurance	The system of internal controls is generally inadequate or not operating effectively and significant improvements are required to ensure that risks are managed and process objectives achieved.
No Assurance	There is a fundamental breakdown or absence of core internal controls requiring immediate action.

Acknowledgement

- 5. We would like to thank staff for their co-operation and assistance during the course of our work.

Release of Report

- 6. The table below sets out the history of this report:

Stage	Issued	Response Received
Audit Planning Memorandum:	14 th October 2025	14 th October 2025
Draft Report:	18 th February 2025	19 th February 2025
Final Report:	20 th May 2025	



North Essex Parking Partnership

Meeting Date:	19 June 2025
Title:	Annual Review of Risk Management
Author:	Hayley McGrath, Corporate Governance Manager, Colchester CC
Presented by:	Hayley McGrath, Corporate Governance Manager, Colchester CC

This report concerns the 2024/25 Risk Management Strategy and current strategic risk register for the partnership

1. Recommended Decision(s)

1.1. The Joint Committee is requested to:

- endorse the Risk Management Strategy for 2025/26, and
- agree the Strategic Risk Register, subject to any requested amendments.

2. Reasons for Recommended Decision(s)

- 2.1. Risk Management is the control of business risks in a manner consistent with the principles of economy, efficiency and effectiveness. It is an essential corporate governance process that ensures that both the long- and short-term objectives of the organisation are achieved and that opportunities are fully maximised.
- 2.2. It is essential that the service operates an effective risk management process which provides an assurance to all partners that it is being properly managed. As required by each partner's own code of corporate governance.

3. Supporting Information

- 3.1. Risk Management is not about eliminating risk, as this would limit the ability of the service to develop and deliver its ambitions. Its purpose is to recognise the issues that could affect the achievement of objectives and develop actions to control or reduce those risks.
- 3.2. An effective risk management process is a continuous cycle of identification, controlling, monitoring and reviewing of potential risk issues.
- 3.3. For the NEPP this is governed by a strategy for managing risk that sets out the roles and responsibilities of the joint committee and officers. It also defines the types of risk, the processes to be followed and the review arrangements.
- 3.4. The main document is the risk register which captures details relating to both strategic and operational risks and the actions to be undertaken to control those risks. The strategic risks are reported to the joint committee and the operational risks are managed by the service.

4. Review of the Risk Management Strategy

- 4.1. The strategy should be reviewed annually to ensure that it is still relevant to the service and that it meets the governance objectives. Therefore, a review has been carried out and the draft strategy for 2025/26 has been attached at appendix 1 for approval.
- 4.2. It is felt that the strategy continues to meet the needs for the service, and no changes have been identified.

5. Review of the Risk Register

- 5.1. The register is attached at appendix 2, this sets out the strategic risks, which are scored for impact and probability, enabling the risks to be ranked, so that resources can be directed to the key areas.
- 5.2. The register was last reported to this committee in June 2024. The register has since been reviewed with the Head of Parking, and then by the partnership client officers, to ensure that it continues to reflect the issues faced by the service.
- 5.3. Following the review by client officers the following changes are recommended for consideration by the committee (comments in red on the register):
- 5.4. Reduce the score of 1.3 – Change of political will of a partner - from an impact of 4 to 3, reducing the overall score from 8 to 6.
- 5.5. Increase the score of 1.21 – Insufficient investment in embedding innovative technology - from a probability of 3 from 2, increasing the overall score to 6 from 4. This was reduced previously but suggest increasing again due to pace of digital change.
- 5.6. Remove 1.23 - Council contributions are not rising sufficiently. Replace with a new risk - 1.29
- 5.7. Reduce the score of 1.25 – Inability to sustain a return from a deficit - from a probability of 3 to 2, reducing the overall score from 15 to 10, in recognition of the financial position at year end.
- 5.8. Reduce the score of 1.27 – Difficulty in recruiting front line staff – from a probability of 2 to 1, reducing the overall score from 8 to 4. Although issues with recruitment have eased it is considered prudent to retain the risk for the time being.
- 5.9. Add a new risk, 1.28 – Impact of Local Government Reorganisation.
- 5.10. Add a new risk, 1.29 – The economic environment results in an inability to cover service delivery costs. (replacing 1.23).
- 5.11. The operational risks are managed by the service and currently the highest operational risks relate to the possibility of an officer or member of the public incurring a serious injury and an interruption to the IT that is required to deliver the service.
- 5.12. It is requested that this committee reviews the remaining strategic risks to ensure that they still reflect the issues faced by the service and that they are appropriately scored.

6. Standard References

- 6.1. Having considered consultation, equality, diversity and human rights, community safety, health and safety and risk management implications, there are none that are significant to the matters in this report.

Appendices

Appendix 1 – North Essex Parking Partnership Risk Management Strategy 2025-26
Appendix 2 – North Essex Parking Partnership Strategic Risk Register June 2025

RISK MANAGEMENT STRATEGY

This document outlines the Partnership's commitment to managing risk in an effective and appropriate manner. It is intended to be used as the framework for delivery of the Risk Management function and provides guidance for officers to ensure that managing risk is embedded in all processes.

INTRODUCTION

The Service undertakes that this strategy will promote and ensure that:

1. The management of risk is linked to performance improvement and the achievement of the Partnership's strategic objectives.
2. Members of the committee and Senior Management of the Partnership own, lead and support on risk management.
3. Ownership and accountability are clearly assigned for the management of risks throughout the Partnership.
4. There is a commitment to embedding risk management into the Partnership's culture and organisational processes at all levels including strategic, project and operational
5. All members and officers acknowledge the importance of risk management as a process, by which key risks and opportunities are identified, evaluated, managed and contribute towards good corporate governance.
6. Effective monitoring and reporting mechanisms are in place to continuously review the Partnership's exposure to, and management of, risks and opportunities.
7. Best practice systems for managing risk are used throughout the Partnership, including mechanisms for monitoring and reviewing effectiveness against agreed standards and targets.
8. Accountability to stakeholders is fully demonstrated through periodic reviews of the Partnership's risks, which are reported to the committee.
9. The Risk Management Strategy is reviewed and updated annually in line with the Partnership's developing needs and requirements.

Endorsement by Chair of the Committee

“The North Essex Parking Partnership is committed to ensuring that risks to the effective delivery of its services and achievement of its overall objectives are properly and adequately controlled. It is recognised that effective management of risk will enable the Service to maximise its opportunities and enhance the value of services it provides to the community. The North Essex Parking Partnership expects all officers and members to have due regard for risk when carrying out their duties.”

signature required

WHAT IS RISK MANAGEMENT

Risk Management is the control of business risks in a manner consistent with the principles of economy, efficiency and effectiveness. It is an essential performance management process to ensure that both the long- and short-term objectives of the Service are achieved and that opportunities are fully maximised.

Risk Management is not about eliminating risk, as this would limit the ability of the service to develop and deliver its ambitions. Its purpose is to recognise the issues that could affect the achievement of the objectives and develop actions to control or reduce those risks. Acknowledgement of potential problems and preparing for them is an essential element to successfully delivering any service or project. Good management of risk will enable the Service to rapidly respond to change and develop innovative responses to challenges and opportunities.

‘The Good Governance Standard for Public Services’ issued by The Independent Commission on Good Governance in Public Services states that there are six core principles of good governance including ‘Taking informed, transparent decisions and managing risk’. The document goes on to state ‘Risk management is important to the successful delivery of public services. An effective risk management system identifies and assesses risks, decides on appropriate responses and then provides assurance that the chosen responses are effective’.

Appendix A outlines the risk management process.

OWNERSHIP

The responsibility to manage risk rests with every member and officer of the partnership however it is essential that there is a clearly defined structure for the co-ordination and review of risk information and ownership of the process.

The following defines the responsibility for the risk management process within the joint parking service:

Joint Committee – Overall ownership of the risk management process and endorsement of the strategic direction of risk management. Responsible for periodically reviewing the effectiveness of the risk management process.

Head of North Essex Parking Partnership – Embedding a risk management culture in the service. Advising the Joint Committee on strategic risks and ownership of the service's operational risks

Head of Governance, Colchester City Council - Responsible for co-ordination of the risk management process, co-ordinating and preparing reports and providing advice and support.

All Partner Client Officers – Reviewing the risk management process and identified risks, to ensure that the process meets the requirements of their authority and that their authority has an opportunity to comment on, and influence, risk identification and outcomes.

All Employees – To understand and to take ownership of the need to identify, assess, and help manage risk in their individual areas of responsibility. Bringing to the management's attention at the earliest opportunity details of any emerging risks that may adversely impact on service delivery.

Internal Audit, External Audit and other Review Bodies – Annual review and report on the Service's arrangements for managing risk, having regard to statutory requirements and best practice. Assurance on the effectiveness of risk management and the controls environment.

THE WAY FORWARD

Aims & Objectives

The aim of the service is to adopt best practices in the identification, evaluation, cost-effective control and monitoring of risks across all processes to ensure that risks are properly considered and reduced as far as practicable.

The risk management objectives of the North Essex Parking Partnership are to:

- Integrate risk management into the culture of the service
- Ensure that there are strong and identifiable links between managing risk and all other management and performance processes.
- Manage risk in accordance with best practice
- Anticipate and respond to changing social, environmental and legislative requirements
- Prevent injury, damage and losses and reduce the cost of risk
- Raise awareness of the need for risk management by all those connected with the delivery of services.
- Ensure that opportunities are properly maximised through the control of risk.
- Reduce duplication between services in managing overlapping risks and promote 'best practise'.

Strategic Risk Management

Strategic risks are essentially those that threaten the long-term goals of the partnership and therefore are mainly based around meeting the objectives of the Service Agreement. They may also represent developing issues that have the potential to fundamentally effect service provision, such as proposals to dramatically change County Council arrangements.

Operational Risk Management

Operational risks are those that threaten the routine service delivery and those that are associated with providing the service. These could include damage to equipment and Health and Safety issues.

Links

It is essential that risk management does not operate in isolation to other management processes. To fully embed a risk management culture, it has to be demonstrated that risk is considered and influences all decisions that the service makes. It is essential that there is a defined link between the results of managing risk and the following:

- Service Business Plan
- Revenue and Capital Budgets
- Annual Internal Audit Plan

Action Required

The following actions will be implemented to achieve the objectives set out above:

- Embedding a risk register that identifies the strategic and operational risks and outline the actions to be taken in respect of those risks.
- Considering risk management as part of the partnership's strategic planning and corporate governance arrangements
- Ensuring that the responsibility for risk management is clearly and appropriately allocated
- Maintaining documented procedures for managing risk
- Maintaining a corporate approach to identify and prioritise key services and key risks across the partnership and assess risks on key projects.
- Maintain a corporate mechanism to evaluate these key risks and determine if they are being adequately managed and financed.
- Establish a procedure for ensuring that there is a cohesive approach to linking the risks to other management processes
- Including risk management considerations in all committee reports
- Ensure appropriate risk management awareness training for both members and officers.
- Establishing a reporting system which will provide assurance on how well the service is managing its key risks and ensures that the appropriate Members and officers are fully briefed on risk issues.
- Preparing contingency plans in areas where there is a potential for an occurrence to have a significant effect on the partnership and its business capability.
- Regularly reviewing the risk process to ensure that it complies with current national Governance Standards and Best Practice.

REPORTING & REVIEW

To ensure that the risk management process is effective it will need to be measured and reported to the Joint Committee at least annually, with a six-monthly interim review by the Head of Parking.

The results of the Joint Committee reviews should be fed into the risk reporting process for each partner to ensure that each Authority has the necessary evidence to provide assurance for their own governance requirements.

Appendix A

The Risk Management Process

Risk Management is a continual process of identifying risks, evaluating their potential consequences and determining the most effective methods of controlling them and / or responding to them. The risks faced by the Service are constantly changing and the continual process of monitoring risks should ensure that we can respond to the new challenges. This process is referred to as the risk management cycle.

Stage 1 – Risk Identification

Identifying and understanding the hazards and risks facing the service is crucial if informed decisions are to be made about policies or service delivery methods. There is detailed guidance available on how to identify risks which includes team sessions and individual knowledge. Once identified a risk should be reported to the Head of Parking who will consider its inclusion on the relevant risk register. If the risk is identified in between register reviews, then it is reported to the Risk & Resilience Manager for information and the Head of Parking is responsible for managing the risk.

Stage 2 – Risk Analysis

Once risks have been identified they need to be systematically and accurately assessed. If a risk is seen to be unacceptable, then steps need to be taken to control or respond to it.

Stage 3 – Risk Control

Risk control is the process of taking action to minimise the likelihood of the risk event occurring and / or reducing the severity of the consequences should it occur.

Stage 4 – Risk Monitoring

The risk management process does not finish with the risk control procedures in place. Their effectiveness in controlling risk must be monitored and reviewed. It is also important to assess whether the nature of the risk has changed over time.

North Essex Parking Partnership Risk Register
To be agreed by Cttee 19 June 25

Version 16 – June 2025

STRATEGIC RISKS

RISK No.	RISK	CONSEQUENCE	CONTROLS	BY WHOM	REVIEW	SCORE	Workings		Previous Workings	
							P	I	P	I
1.3	There's a change in political will of a partner that leads to them resetting their strategic priorities, which impacts on the arrangements for the partnership. SUGGEST LOWERING SCORE FOLLOWING AGREEMENT DISCUSSIONS	Decrease in service provision.	Ensure that performance of the partnership is appropriately reported back to each authority and the effects of withdrawing are understood.	Parking Partnership Manager	January 2026	6 8	2	3 4		
1.10	The partnership is subject to a major legal challenge relating to policy decision.	High financial impact of defending action. Reputation loss Reduction or withdrawal of services	All policy decisions are made in line with legal powers.	Chair of the joint committee	January 2026	4	1	4		
1.15	Investment in innovation does not provide a return that matches or exceeds the investment.	Loss of financial stability and partners lose confidence in the arrangements. The Service is not able to	Ensure that there is a robust business case for all new investment, that considers all of the options and potential	Chair of the Joint Committee	January 2026	6	2	3		

North Essex Parking Partnership Risk Register
To be agreed by Cttee 19 June 25

Version 16 – June 2025

		keep pace with competitors in off street parking and cannot meet customer expectations.	failures, with financial modelling of all scenarios. Development of formal monitoring processes for all investment - that identifies deviancies to the business plan at an early stage.							
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RISK No.	RISK	CONSEQUENCE	CONTROLS	BY WHOM	REVIEW	SCORE	Workings		Previous Workings	
							P	I	P	I
1.21	Insufficient investment in embedding innovative technology into the service, including developing the service to reflect the advances in sustainable travel. DOES THIS NEED TO GO BACK UP?	Opportunities to deliver service efficiencies and improvements are missed.	New technology opportunities should be monitored and assessed on a cost/benefit basis.	Parking Partnership Manager	January 2026	6 -4	3 2	2	3	2
1.23	Council contributions are not rising sufficiently, or ability to come to a decision on fees and charges, fails to meet current and future financial challenges, including inflation rates, continued increases in service delivery costs	Decrease in service provision / failure of the partnership. Stranded costs to be covered by the remainder of the partners.	Ensure that member authority representatives fully understand the partnership agreement and are involved in the budget setting of each authority. Financial performance is stringently monitored, and deviancies reported to the partnership for action.	Chair of the Joint Committee	January 2026	12	3	4	3	5

North Essex Parking Partnership Risk Register
To be agreed by Cttee 19 June 25

Version 16 – June 2025

	and potential reduced income as the public look to decrease the costs of living impacts. CONSIDER REMOVING AND REPLACE WITH 1.29	Inability to invest in the future of the service. Missed opportunities.								
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RISK No.	RISK	CONSEQUENCE	CONTROLS	BY WHOM	REVIEW	SCORE	Workings		Previous Workings	
							P	I	P	I
1.24	Salary increases outstrip ability to provide income to cover costs	Salary increases rise at a rate above the agreed fees and charges, or at a rate that outstrips ability to gain income, leading to deficit	Ensure that Members are aware of financial position and consequences of late or no decisions relating to pay awards.	Chair of the Joint Committee	January 2026	12	3	4	3	5
1.25	Inability to sustain the return from a deficit to break-even or surplus, or planned service additions fail to materialise to offset costs and	Likely deficit. If deficit remains after the following financial year then Partners will be asked to contribute to cover or and clear any deficit.	Prompt and detailed financial monitoring. Detailed operational plans from Lead Authority. Timely decision-making.	Chair of the Joint Committee	January 2026	10 15	2 3	5		

North Essex Parking Partnership Risk Register
To be agreed by Cttee 19 June 25

Version 16 – June 2025

	overheads with any income. SUGGEST REDUCING THE PROBABILITY IN RECOGNITION OF THE PERFORMANCE AT THE END OF THE YEAR									
1.26	The personnel structure review in 2023 has resulted in fewer posts. This means that there are more functions with individual specialist officers.	The new organisational structure, implemented in June 2024, rationalised positions into fewer posts. This improves business resilience in case of attrition, absence, or poor performance. However, there still stands the risk of succession, which is being clarified through workforce planning discussions, leading up to (and potentially beyond) LGR.	Identify the key roles to the service and develop a business impact assessment of vacancies. Use this to develop service plans to ensure continuity of deliver, including training and development opportunities and formal succession planning processes.	Parking Partnership Manager	January 2026	8	2	4		

North Essex Parking Partnership Risk Register
To be agreed by Cttee 19 June 25

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RISK No.	RISK	CONSEQUENCE	CONTROLS	BY WHOM	REVIEW	SCORE	Workings		Previous Workings	
							P	I	P	I
1.27	Difficulty in recruiting sufficient front-line staff. CONSIDER REDUCING?	If posts cannot be filled then the service cannot be delivered to the level needed to achieve the objectives of the partnership.	Development of a formal recruitment programme with identified opportunities to promote the service.	Parking Partnership Manager	January 2026	4 8	1 2	4		
1.28	Future planning and innovation is impacted by the uncertainty created by Local Government Reorganisation	The current lack of clarity on the future of the partnership under LGR, could impact on the desire to deliver anything other than a base level of service, with reduced investment in both 'business as usual' items and delivering innovation.	Ensure continued delivery of business as usual, identifying service needs and improvements. Maintain a watching brief on LGR developments, with a regular item on the joint committee agenda going forwards, to ensure that impacts on the service are quickly identified and considered. Ensure lessons learnt from other authorities, who have already been through the process, are built into service planning.	Chair of the Joint Committee	January 2026	12	3	4		
1.29 Replace ment for 1.23	The economic environment, including static PCN charges and lack of harmony across permit charges,	Decrease in service provision / failure of the partnership. Stranded costs to be covered by the	Ensure that there is a robust and regular financial reporting process, that all partners are part of.	Parking Partnership Manager	January 2026	16	4	4		

North Essex Parking Partnership Risk Register
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	results in an inability to cover service delivery costs.	<p>remainder of the partners.</p> <p>Inability to invest in BAU items - body worn cameras, hand held devices, software, hardware etc - at the end of their lifespan</p> <p>Inability to invest in the future of the service.</p> <p>Missed opportunities</p>	<p>Develop new and diverse income streams.</p> <p>Investment in technology to better use data to deliver efficiencies</p> <p>Ensure that there is a defined replacement programme for BAU items, that is budgeted for.</p>								
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IMPACT TABLE

	Very Low	1	Low	2	Medium	3	High	4	Very High	5
Probability	<10%		10 – 25%		25 – 50%		50 – 75%		<75%	
Impact	Minimal - no interruption to service delivery < £10k		Minor - temporary disruption to service delivery £11k - £25k		Significant - interruption to part of the service £26k - £75k		Severe – full interruption to service delivery £76k - £100k		Catastrophic – complete service failure £100k<	

North Essex Parking Partnership Risk Register
To be agreed by Cttee 19 June 25

Version 16 – June 2025

Minimum Score = 1 Maximum Score = 25
 Low risk = 1 – 4 Medium Risk = 5 – 12 High Risk = 13 – 25

Removed Items

No	Risk	Date removed	Last score
	A partner is not represented at a meeting or a suitable member from that authority has not attended, or the meeting is not quorate. (removed June 20)	June 20	2
1.2	A partner resets their strategic priorities to meet future funding challenges which impacts on the arrangements for the partnership.	June 22	6
1.4	Preferences of members dictates the direction of the meeting.	June 17	
1.5	Relationship between senior management and the committee deteriorates	June 17	
1.6	Lack of partnership support for shared targets.	June 19	
1.7	ECC review results in fundamental changes to the service	June 16	
1.8	Decisions are taken on a political basis as opposed to being considered on their own merits.		
1.9	Potential future financial challenges, of reduced income and increased costs, are greater than expected.	June 22	10
1.11	Income decisions are based on outdated financial data		
1.12	Lack of agility responding to business need and demand, based on historical data in cttee reports.	June 20	4
1.13	Central Government changes, from minor operational adjustments through to fundamental policy decisions, affect the ability of the partnership to deliver programmed services and meet its published financial and operational targets.	June 22	4
1.14	Selective media reporting of policy changes affects the ability of the partnership to deliver services.	June 20	6
1.16	Introduction of new £1 coin	June 17	
1.17	Withdrawal of ECC funding (prior to review)	June 17	
1.18	The partner review of off-street parking arrangements could result in major changes to the arrangement	June 18	

North Essex Parking Partnership Risk Register
To be agreed by Cttee 19 June 25

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1.19	The Senior Management review at Colchester Borough Council will result in a new lead officer (& client officer) for the service.	June 18	
1.20	The impacts of the COVID-19 pandemic will be far reaching on the partnership for a significant period of time.	June 22	20
1.22	The partnership agreement expires on 31 March 2022 and heads of terms of the new agreement have been drawn up. However, the specific impacts on the partnership, such as treatment of any surpluses, are still to be defined and could have a detrimental impact on the service	June 23	8



North Essex Parking Partnership

Meeting Date: 19 June 2025

Title: Traffic Regulation Order Application Decision Report – Tendring District

Author: Trevor Degville

Presented by: Danielle Wood

-This report seeks decisions to either approve, defer or reject Traffic Regulation Order proposals from the list of applications that have been received for areas in the Tendring District

1. Recommended Decision(s)

1.1 The Joint Committee is requested to:

- a) Prioritise proposed Traffic Regulation Order schemes from the applications that have been received by the North Essex Parking Partnership relating to the Tendring District (applications can be found in Appendix A). Members may choose to either 'approve', 'reject' or 'defer' schemes.
- b) Note that any applications that are "Approved" may not become sealed Traffic Regulation Orders. Any proposal will need to be formally advertised as set out in the relevant legislation and any objections made during the formal consultation process considered before a Traffic Regulation Order is made.

2. Reasons for Recommended Decision(s)

- 2.1. At the January 2025 Joint Committee meeting, the committee was advised that the Traffic Regulation Order application proposals relating to areas within the Tendring District were being deferred and would be considered at a later meeting. The NEPP Joint Committee is now able to consider these applications.
- 2.2. To allow NEPP officers to draft Traffic Regulation Orders for any prioritised proposals. Whilst these would be advertised during 2025, whether subsequent Traffic Regulation Orders would be *introduced* in 2025 would depend on any objections received during the formal advertising process, and the time taken to resolve any issues raised.
- 2.3. To allow officers to advise applicants of the outcome of their applications.

3. Alternative Options

- 3.1 The NEPP Joint Committee does not prioritise any proposals in the Tendring District. The result of this will be that no new proposals from the list are advertised unless the NEPP Chairman delegation is used for specific proposals.

4. List of applications

- 4.1 The proposals that meet the NEPP scoring criteria are shown in Appendix A. These applications have been scored by a NEPP officer against the agreed criteria and so are consistent across the NEPP area. This officer score is shown along with a predicted cost to implement the scheme in the appendix to the report. It is unlikely that any of the proposed schemes will create a surplus for NEPP, but it should be remembered that the purpose of traffic regulation orders is not to generate an income.
- 4.2 Minimal details are provided in the table as committee members can view all application and scheme information and interrogate individual applications, if they wish to do so, via the NEPP Member SharePoint site.

5. Finance and risk management

- 5.1 In the current agreement there is a requirement that delivery of the Traffic Regulation Order function, and work to support this, should come from the NEPP surplus fund. Nonetheless, the Joint Committee has previously considered that new Traffic Regulation Orders should continue to be introduced despite NEPP being in a deficit position. As explained in a separate report, the NEPP is no longer in deficit, but it does not yet have a £400,000 reserve.
- 5.2 The introduction of new Traffic Regulation Orders has an allocated budget in the 25/26 Financial Year.
- 5.3 The estimated costs to introduce each proposal are shown for the proposals in the Appendix A.

6. Standard References

- 6.1 There are no particular references to the Development Plan; publicity or consultation considerations; equality, diversity and human rights; community safety; health and safety implications.

7. Appendices

Appendix A - List of Proposed Scored Schemes

Proposal Number	Name of proposal	Type of proposal	Reason for proposal	NEPP Officer score max (score 105)	Approx. cost	Prov. decision
T19536977	A133 & School Road - Elmstead	Red lines and a loading bay	Layout of highway is not clear. There are issues with sight lines and problems caused for pedestrians. Car parks are available at the	50	£1620	Approve

			convenience shop			
T216727411	Brighton Road, Holland on Sea	Waiting restrictions near a junction	Vehicles blocking the slip road access to Brighton Road	30	£1392	Approve
T18572871	Eastcliff Avenue, Holland on Sea	Junction protection and additional yellow lines	Vehicles are parking on junctions creating difficulties of a clear view in and out of junctions	45	£1950	Approve
T18562659	North Road	Red lines to replace yellow lines on junctions at North Road, Ravensdale and junction of St John's Road	Improve traffic flow and access at junctions. Parked vehicles causing problems for buses	50	£5124 (involves removing current yellow lines which increases costs)	Approve



North Essex Parking Partnership

Joint Parking Committee

Meeting Date: Thursday, 19 June 2025

Title: NEPP Joint Committee Agreement 2022 (as amended Draft v4)

Author: Jake England, Interim Head of NEPP

Presented by: Jake England, Interim Head of NEPP

This report seeks to update the North Essex Parking Partnership (NEPP) Joint Committee on the proposal to amend the current agreement and agree to send the proposal to Essex County Council's (ECC) Legal Department for consideration.

1. Recommended Decision(s)

- 1.1. To note The North Essex Parking Partnership Joint Committee Agreement 2022 (as amended Draft v4).
- 1.2. To agree to send The North Essex Parking Partnership Joint Committee Agreement 2022 (as amended Draft v4) to ECC's Legal Department for consideration.

2. Reasons for Recommended Decision(s)

- 2.1. To progress the ongoing NEPP Joint Committee discussion to amend the current agreement to the next stage – consideration by ECC's Legal Department.

3. Background

- 3.1. The NEPP is currently governed by The North Essex Parking Partnership Joint Committee Agreement 2022 – henceforth simply referred to as “the agreement” within this report.
- 3.2. Feedback from the NEPP Joint Committee members suggested the agreement lacked clarity in some instances, introduced conflicts in others, and unfairly applied accountabilities on individual partners.
- 3.3. At the January 2025 meeting, the Joint Committee resolved that:
 - a) “The suggested wording amendments to the NEPP Agreement be circulated to all Joint Committee members, with a 6 February deadline for feedback to be provided to Councillors Barry and Hargreaves, after which the amended proposals will be circulated again to the Joint Committee members and then to Essex County Council via its Legal Department”.
 - b) “In the event of Essex County Council accepting in principle the proposed wording changes to the NEPP Agreement, these amendments be formally presented to each NEPP partner authority for their respective executives to consider for approval”.
- 3.4. The full minutes of the January 2025 meeting were published on the NEPP website.
- 3.5. At the March 2025 meeting, a proposed draft amendment to the agreement, shared a few days prior, was verbally discussed by the Joint Committee but not formally

proposed. Some members suggested they did not receive the proposals, while others did not have enough time to review them.

3.6. Further feedback from the NEPP Joint Committee members broadly highlighted three key issues with the proposal:

- Moving accountability of school clearway parking restrictions from the NEPP to ECC.
- The insufficient resource within ECC's Legal Department to consider amending the agreement.
- The anticipated dissolution of all partner city, district, and county council authorities with the implementation of new unitary councils under the Local Government Reorganisation in approximately three years, and whether amending the agreement should be a priority for the NEPP Joint Committee.

3.7. The full minutes of the March 2025 meeting were published on the NEPP website.

4. NEPP Joint Committee Agreement 2022 (as amended Draft v4)

4.1. The North Essex Parking Partnership Joint Committee Agreement 2022 (as amended Draft v4) is the latest proposed amendment to the agreement. A copy of this draft can be read in Appendix A.

4.2. The aims of draft version 4 are to:

- Clarify the split of assets or liabilities of the NEPP on dissolution or exit of a partner.
- Resolve the issue of implementing traffic regulation orders without the full £400k surplus on the NEPP reserve fund.
- Clarify the split of delegated versus non-delegated on-street functions from ECC to the NEPP.
- Remove Appendix E of the agreement.
- Simplify Appendix F of the agreement and allow the Joint Committee to reinvest any surplus towards parking projects, subject to a SMART business plan that does not compromise the core NEPP functions.

4.3. The accountability of school clearway parking restrictions has been reverted to the NEPP, not ECC, considering the revision to Appendices E and F. However, the Joint Committee should note the potentially significant impact and pressure it could place on the NEPP's agreed budgets for traffic regulation order (TRO) lines and signs maintenance.

4.4. Paul Turner, ECC's Director of Legal and Assurance, has assured Councillor Hargreaves and Richard Walker that they will consider the proposed amendments if instructed.

5. Local Government Reorganisation

5.1. In the event ECC accept in principle the proposed amendments to the NEPP Joint Committee Agreement, these amendments must be formally presented to each NEPP partner authority for their respective executives to consider and approve.

5.2. There is a risk then that Local Government Reorganisation (LGR) in Greater Essex could overtake the timescale for implementing a new NEPP Joint Committee agreement and, thus, make the agreement redundant under a Unitary Authority setting.

- 5.3. Nonetheless, the LGR timeline is not guaranteed and feedback from some Joint Committee members suggest it is in the best interest of both the NEPP Joint Committee and any Unitary Authority implemented under LGR potentially inheriting the NEPP functions or looking to continue a shared service or service level agreement (SLA) type model to resolve any issues with the agreement.

6. Standard References

- 6.1. Other than set out above, there are no particular references to the Development Plan; publicity or consultation considerations; or financial; equality, diversity and human rights; community safety; health and safety or risk management implications
- 6.2. An Equality Impact Assessment for the operations is set out at this link:

<https://cbccrmdata.blob.core.windows.net/noteattachment/CBC%20-%20How%20The%20Council%20Works%20-%20Environmental%20Equality%20Impact%20Assessments%20-%20North%20Essex%20Parking%20Partnership.pdf>



The North Essex Parking Partnership Joint Committee Agreement 2022_

(as amended Draft v4)

A combined parking service for North Essex

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THIS AGREEMENT is made on the day of 2022

Between:

- (1) Essex County Council, of PO Box 11 County Hall, Chelmsford, Essex (“the Council”); and
- (2) Colchester ~~City~~ Council of Rowan House, 33 Sheepen Road Colchester CO3 3WG (“the Lead Authority”); and
- (3) Braintree District Council of Causeway House, Bocking End, Braintree, CM7 9HB; and
- (4) Epping Forest District Council of Civic Offices, High Street, Epping CM16 4BZ; and
- (5) Harlow District Council of Civic Offices, The Water Gardens, Harlow, CM20 1WG; and
- (6) Tendring District Council of Town Hall, Station Road, Clacton on Sea CO15 1SE; and
- (7) Uttlesford District Council of Council Offices, London Road, Saffron Walden, CB11 4ER.

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BACKGROUND

- (A) The Council has power and responsibilities under the Traffic Management Act 2004 and the Road Traffic Regulation Act 1984 and otherwise for the enforcement of on street civil parking enforcement.
- (B) The Council seeks to delegate the control of local parking policies and the management of the associated functions to be delivered in accordance with the terms of this Agreement.
- (C) The efficient and effective delivery of policy objectives will be achieved through the creation of an integrated service that joins together enforcement, signs and lines maintenance and traffic regulation order activity.
- (D) The overarching objective is to establish a sustainable parking enforcement service that meets countywide and local policy objectives.

1. Definitions and Interpretation

1.1 In this Agreement:

“the Act” means the Local Government Act 1972;

“Annual Business Plan” means the document prepared in accordance with paragraph 23.15 which details the Joint Committee’s strategy, objectives, and financial performance and forecast information;

“Annual Report”	means the report(s) which sets out the Joint Committee’ activities, finance and performance for the preceding year;
“Commencement Date”	means the date set out in paragraph 3.1;
“the Committee Members”	means those members appointed to the Joint Committee in accordance with paragraph 5.2;
“the Council”	means Essex County Council <u>or its successor</u> <u>Highways Authority</u> ;
“Deficit Reserve Fund”	means a sum of up to £100,000 which is maintained in the Joint Parking Account by the Lead Authority as set out in Appendix F;
“Executive”, “Executive Member” and “Executive Leader”	have the same meaning as in the Local Government Act 2000;
“Income”	means the sum paid into the Joint Parking Account by the Lead Authority from the enforcement of PCNs plus any fees received for Parking Permits and any other sum received for any enforcement-related activity in relation to the functions set out in clause 2.2 and clause 10;
“Joint Committee”	means the governance body established under the agreement to oversee the North Essex Parking Partnership;
“Joint Parking Account”	means the account(s) provided for the Joint Committee for the on street fund as set out in paragraph 25.1, which may be through a single account or by partitioned accounts for each Partner Authority;
“Joint Parking Service”	means the integrated service joining together enforcement, signs and lines maintenance and traffic regulation order activity;
“Lead Authority”	means Colchester <u>City Council</u> <u>or its successor</u> for <u>North Essex Parking Partnership</u> ;
“New Provider”	means the person or entity operating the Partner Authorities’ parking from the date upon which this Agreement terminates;

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“North Essex”

means the administrative areas of the districts of Braintree, Epping Forest, Harlow, Tendring and Uttlesford and the city of Colchester;

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“North Essex Parking Partnership or NEPP”

means the Joint Committee set up for the purposes of civil parking enforcement in the administrative areas of the districts of Braintree, Epping Forest, Harlow, Tendring and Uttlesford, and the city of Colchester as may be varied from time to time;

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“Operational Period”

means the period set out in paragraph 3.1;

“Part 1”

as set out in Appendix F;

“Part 2”

as set out in Appendix F;

“Part 3”

as set out in Appendix F;

“PCNs”

means Penalty Charge Notices;

“Parking Policy Framework”

means the parking policy published by NEPP;

“the Partner Authorities”

means;
(a) Essex County Council;
(b) Colchester City Council; (c) Braintree District Council;
(d) Epping Forest District Council;
(e) Harlow District Council;
(f) Tendring District Council; and
(g) Uttlesford District Council;

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“South Essex Parking Partnership”

means the Joint Committee set up for the purposes of civil parking enforcement in the administrative areas of the districts of Maldon and Rochford, the city of Chelmsford and the boroughs of Brentwood, Castlepoint and Basildon as may be varied from time to time;

“Surplus”

means the sum remaining from the Income derived from business-as-usual functions set out in Appendix F after deduction of: operating costs (including staff costs) required for the provision of on street civil

	parking enforcement and charging, relevant signs and lines maintenance;
“Transfer Deficit Reserve”	means a sum of £300,000 brought forward from the previous operating arrangements;
“ S151 Officer ”	means the S151 Officer of the Lead Authority;
“TRO”	means Traffic Regulation Order.

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1.2 In this Agreement, except where the context otherwise requires:

1.2.1 the masculine includes the feminine and vice-versa;

1.2.2 the singular includes the plural and vice-versa;

1.2.3 a reference in this Agreement to any Clause, Sub-Clause, Paragraph, Schedule, Appendix or Annex is, except where it is expressly stated to the contrary, a reference to such Clause, Sub-Clause, Paragraph, Schedule, Appendix or Annex of this Agreement;

1.2.4 save where stated to the contrary, any reference to this Agreement or to any other document shall include any permitted variation, amendment, or supplement to such document;

1.2.5 any reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument including any EU instrument) as amended, replaced, consolidated or re-enacted;

1.2.6 headings are for convenience of reference only.

2. The Joint Committee

2.1 The Partner Authorities have agreed to form a Joint Committee to manage the North Essex Parking Partnership in accordance with the provisions contained in sections 101 and 102 of the Act, section 20 of the Local Government Act 2000, the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 and The Local Authorities (Alternative Arrangements) (England) Regulations 2001 (as amended) and any other enabling legislation.

2.2 The Council shall delegate to the Joint Committee the responsibility for on street civil parking enforcement and charging, relevant signs and lines maintenance and the power to make relevant traffic regulation orders in accordance with the provisions contained within the Traffic Management Act 2004 and the Road Traffic Regulation Act 1984 to enable the Joint Committee to carry out the functions set out in paragraph 10.

The split of functions is:

NEPP will be responsible for the implementation and maintenance of the following types of parking restriction:

- No waiting
- No Loading and unloading
- Limited waiting
- On-street pay and display

- Resident Parking Schemes
- Taxi ranks
- Loading and goods vehicle bays
- Red Route
- Red Lines
- School Keep Clear

ECC will continue to be responsible for the implementation and ongoing maintenance of the following type of parking restriction:

- On-street blue badge spaces
- Bus stops
- Pedestrian crossings
- TROs relating to new developments
- Schemes which include parking that are via Local Highways Panels.

However, ECC may choose to delegate and fund the implementation of these restrictions to NEPP.

▼

- 2.3 The Joint Committee shall operate under the name “The North Essex Parking Partnership” (or such other name as may from time to time be decided on by the Joint Committee).

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Moved up [1]: • School Keep Clear ¶

Deleted: ECC list also includes TROs relating to new developments, TROs for safety purposes, congestion and schemes which include parking that are via Local Highways Panels.¶

3. The Term

3.1 The Joint Committee shall be operational for a period of five years (“the Operational Period”) commencing on 1 April 2022 (“the Commencement Date”) unless, with the written consent of all the Partner Authorities, the Operational Period is extended for an additional 12 months on three consecutive occasions, to a maximum term of eight years.

Commented [CH2]: To be addressed as part of LGR. 2

3.2 The decision whether to extend the Operational Period shall be taken by the Council not less than fifteen months before the end of the Operational Period.

3.3 The Joint Committee’s consent must be obtained in writing to the proposed extension and shall be delivered to the Council not less than twelve months before the end of the Operational Period.

4. Service Level

4.1 The vision and aim of the Joint Committee will be to provide a parking service that results in a merging of services to provide a single, flexible enterprise providing full parking services for the Partner Authorities. It will be run from a central office, with outstations providing bases for local operations. There will be a common operating model, adopting best practices and innovation, yet also allowing variation in local policies and decision-making. Progress will be proportional to the level of investment in the Annual Business Plan.

5. Membership of the Joint Committee

5.1 The Joint Committee shall consist of seven members of the Partner Authorities, appointed by those authorities in accordance with paragraph 5.2.

5.2 Subject to paragraphs 5.3 and 5.4, each of the Partner Authorities shall appoint one of its Members to be a member of the Joint Committee (“Committee Members”).

5.3 The Council, the Lead Authority, Braintree District Council, Epping Forest District Council, Harlow District Council, Tendring District Council and Uttlesford District Council shall each appoint no more than one Executive Member.

5.4 A person who is disqualified under Part 5 of the Act from being a Member of a relevant authority shall be disqualified from membership of the Joint Committee.

5.5 Each Partner Authority may change its appointed Committee Member at any time provided that written notice of any such change is given to the Clerk to the Joint Committee, taking effect upon receipt. Such written notice may be given by electronic mail.

5.6 Each Partner Authority may send up to two appropriate officers to meetings of the Joint Committee (or any Sub-Committee) to support their Committee Member and Parking Partnership Group Manager in attendance at that meeting.

5.7 For the avoidance of doubt decisions relating to the functions set out in paragraph 10 concerning those city and districts within North Essex shall be taken by the Joint Committee only.

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5.8 Each Partner Authority will identify a key contact who will be the first point of contact for communications regarding this Agreement and functions relating to the Joint Committee and shall be identified in Appendix C, this Appendix will be kept updated as changes occur.

5.9 Any administrative area within North Essex, not forming part of the Joint Committee from 1 April 2022, may be joined as a member at a later date provided;

5.9.1 all governance processes have been adhered to for the relevant authority;

5.9.2 the Joint Committee agrees to their membership;

5.9.3 the authority's membership is on the basis of this Agreement, and shall not be varied, save for acknowledgement of the new membership, whose signatories shall form a new appendix and shall be signed by the Joint Committee; and

5.9.4 provided they are permitted by law/regulation to join a joint committee.

5.10 A Member of any city or district may be able to attend any meeting of the Joint Committee, or sub committee, provided consent to do so has been given by the Chairman of the Joint Committee and may take part in any discussions, but may not vote.

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6. Tenure of office and casual vacancies

6.1 A member of the Joint Committee will hold office until one of the following occurs;

6.1.1 they resign in writing and deliver such resignation to the Chairman of the Joint Committee, who shall forthwith notify such resignation to the Chief Executive of the relevant Partner Authority or to his nominating body;

6.1.2 they are removed or replaced by the Partner Authority that appointed them;

6.1.3 they are disqualified from membership of the Joint Committee as they have failed to attend any meeting of the Joint Committee, or any meeting of a sub committee, for a continuing six month period, unless approved by the relevant Partner Authority, and communicated to the Clerk;

6.1.4 they cease to be eligible for appointment to the Joint Committee in the capacity in which they were appointed; or

6.1.5 the Partner Authority withdraws from the Joint Committee in accordance with the provisions set out in paragraph 38.

- 6.2. Such vacancies occurring under paragraph 6.1.1 – 6.1.4, shall be filled as soon as possible by the relevant Partner Authority which appointed the member to the Joint Committee whose membership has ceased.
7. Voting
- 7.1 Each Partner Authority shall have one vote at meetings of the Joint Committee or any sub-committee. Each Partner Authority member, if present, or the substitute member at the meeting will cast the Partner Authority's vote.
- 7.2 Any question coming before the Joint Committee shall be decided by a simple majority of those present and voting.
- 7.3 All voting shall be by a show of hands, unless recorded votes have been requested by any Committee Member, and any member shall have the right to have the way he voted (or abstained) recorded in the minutes.
- 7.4 In the case of an equality of votes the Chairman or in his absence the Vice Chairman, or the person presiding over the meeting in their absence, shall have the casting vote.
8. Substitute Members
- 8.1 A Partner Authority may appoint another Executive Member or Member of the Policy Committee (subject to paragraph 5.3 and 5.4) of the same Partner Authority to be a substitute member and attend a meeting of the Joint Committee in the absence of the Member appointed under paragraph 5.2.
- 8.2 In such circumstances that member shall give the Clerk written notice not later than the day before the start of the meeting on the day advising that they are unable to attend and that the substitute member named in the notice will attend in their place.
9. Chairman and Vice Chairman of the Joint Committee
- 9.1 The Joint Committee shall at its annual meeting appoint a Chairman who shall be a member of the Joint Committee, who shall unless paragraph 6 applies, remain in office until his successor is appointed.
- 9.2 The Joint Committee shall at its annual meeting appoint a Vice Chairman, who shall, unless paragraph 6 applies, remain in office until his successor is appointed.
10. Functions to be exercised by the Joint Committee
- 10.1 The Joint Committee shall exercise the functions set out in Appendix A.
- 10.2 Any sub committee established by any of the individual Partner Authorities may not exercise any function set out Appendix A.
- 10.3 The Joint Committee may perform such other functions as the Partner Authorities may from time to time delegate to the Joint Committee with the written agreement of the Joint Committee.

10.4 The Joint Committee is authorised to delegate any of its functions (including for the avoidance of doubt the enforcement and/or cancellations of PCN's) to the Parking Partnership Group Manager or nominated deputy of the Lead Authority.

10.5 This Agreement is without prejudice to each Partner Authority's other powers and responsibilities for their respective areas and each Partner Authority, including Essex County Council, agrees that it will not exercise its functions in relation to the function of the Joint Committee except;

10.5.1 via the Joint Committee;

10.5.2 via powers delegated to an officer by the Joint Committee; or

10.5.3 after consulting the other Partner Authorities.

11. The Lead Authority

11.1 The Lead Authority via its Parking Partnership Group Manager and staff shall deliver all aspects of on street civil parking enforcement (the "Joint Parking Service"). Specifically it will;

11.1.1 ensure that any significant change to the machines, signage, surface or lines in any of the Partner Authority areas are subject to prior agreement of the Joint Committee;

11.1.2 ensure each Partner Authority area shall receive a share of the available management, enforcement and operational resources in line with identified needs and priorities within the approved Annual Business Plan;

11.1.3 discharge the Joint Committee's responsibilities in relation to health and safety and welfare legislation;

11.1.4 investigate complaints about the operational functions of the Joint Committee; and

11.1.5 handle and respond to Freedom of Information Act and Environmental Information Regulations requests concerning the overall functions or decisions of the Joint Committee.

11.1.6 with the approval of the Joint Committee, enter into and sign contracts and agreements on behalf of the Joint Committee to deliver the functions set out in Appendix A.

11.1.7 operate in accordance with the Privacy arrangements set out in Annex A.

12. The Partner Authorities

12.1 The Partner Authorities agree;

12.1.1 any intellectual property created by or on behalf of the Joint Committee shall belong to the Council. The Council grants to the Lead Authority a royalty-free, non-

exclusive licence in any such intellectual property for the sole purpose of managing the operation of on street parking for the North Essex Parking Partnership during the term of the agreement.

- 12.1.2 each will handle and respond to Freedom of Information Act and Environmental Information Regulations requests for information relating to on street parking services for their respective Authorities;
- 12.1.3 upon receipt of a request under the Freedom of Information Act and Environmental Information Regulations which relate to the functions of the Joint Committee, shall notify and cooperate with the Lead Authority as soon as possible; and
- 12.1.4 to provide reasonable facilities within their respective areas (if so required by the Lead Authority on behalf of the Joint Committee) for the essential use by staff employed on behalf of the Joint Committee to enable them to perform their duties (including welfare and IT facilities) without any charge over and above the annual contribution which will be reviewed as part of the annual review process.
- 12.2 The following functions will not be delegated to the Joint Committee unless otherwise agreed separately by the Partner Authorities;
- 12.2.1 ownership and/or stewardship of car-park assets, including maintenance, repair and upgrading; or
- 12.2.2 responding to customers who contact the Partner Authorities directly. The Partner Authorities response will be limited to provision of a form to complete for 'appeals', provision of e-forms or via enhanced Internet. Other administrative functions will be transferred to the Lead Authority where they relate to the functions of the Joint Committee. The Partner Authorities will not have direct access to back office staff (except recourse to the Lead Authority for telephone advice if necessary).
- 12.3.3 be bound by the Privacy arrangements set out in Annex A.

13. The Council

- 13.1 The Council agrees to;
- 13.1.1 review all complaints not falling within paragraph 11.1.4 relating to the Joint Committee;
- 13.1.2 handle and respond to all Freedom of Information Act and Environmental Information Regulations requests relating to the terms and conditions of this Agreement; and
- 13.1.3 be bound by the Privacy arrangements set out in Annex A.

14. Level of Joint Committee Decision Making

- 14.1 The Joint Committee will be responsible for;

- 14.1.1 overseeing the provision of the baseline services contained in Appendix A;
- 14.1.2 agreeing future Annual Business Plans for the Joint Committee;
- 14.1.3 agreeing all new, or revised, strategies and processes for the implementation of the Partner Authorities' policies (such as enforcement);
- 14.1.4 agreeing the level of service provision through the annual budget setting process and as set out in this Agreement;
- 14.1.5 annually agreeing the level of fees and charges pertaining to the Joint Committee (to be proposed to each Partner Authority's appropriate decision-making body for final approval as appropriate);
- 14.1.6 agreeing an annual budget proposal to be submitted to each Partner Authority's appropriate decision making body for final approval;
- 14.1.7 making decisions relating to the use of funding of end of year deficits and surpluses as set out in clause 23;
- 14.1.8 determining whether the Joint Committee should continue as a member of the British Parking Association and any other partnership arrangements;
- 14.1.9 approving an Annual Report to be made available to the Partner Authorities; and
- 14.1.10 functions under the Road Traffic Regulation Act 1984, Traffic Management Act 2004 (Part 6 s. 72/3) and regulations pertaining to it.
- 14.2 The Joint Committee may not delegate the functions referred to in paragraph 14.1.
- 14.3 The Joint Committee will not have responsibility for staffing decisions but the Partner Authorities agree that the appointment of a replacement for the Parking Partnership Group Manager will be carried out in consultation between all Partner Authorities.
- 14.4 Operational decisions and details for the Joint Parking Service will be delegated by the Joint Committee to the Parking Partnership Group Manager of the Lead Authority or a nominated deputy as set out in this Agreement and the Annual Business Plan as a framework within which operational implementation and decisions will be taken as appropriate by the Parking Partnership Group Manager or a nominated deputy.
- 15. Parking Policy Framework
- 15.1 The Joint Committee will have and keep under review the North Essex Parking Partnership county wide Parking Management Policy Framework relating to on street civil parking enforcement.
- 16. The Council's Contractors
- 16.1 The Joint Committee shall delegate the Lead Authority to make use of the Council's current contractual arrangements with third parties if it so chooses in respect of signs

and lines related activity, where such contractual arrangements allow or with agreement of the third party and the Council.

- 16.2 Such use shall be restricted to the Council's integrated service provider, namely;
 - 16.2.1 Ringway Jacobs Limited of Albion House Springfield Road, Horsham RH12 2RW;
 - 16.2.2 where applicable their successors during the Operational Period.
- 16.3 The Lead Authority shall notify the Council of its intention to use of the Council's Contractor and shall issue to the Council's key contact named in Appendix C those instructions to be provided to the third party contractor.
- 16.4 The Council shall ensure that such instructions are provided to the third party contractor as soon as reasonably possible.
- 16.5 The Council shall invoice the Lead Authority for those works carried out under those instructions, and such payment shall not unreasonably be withheld, and in any event shall be paid within 28 days of receipt of such invoice.
- 16.6 The Lead Authority shall be permitted to utilise the Council's contractors in relation to the operation of the Joint Parking Service but shall not be precluded from appointing alternative contractors as it sees fit.
- 17. Meetings of the Joint Committee
 - 17.1 The first meeting of the Joint Committee shall be the annual meeting for the year and thereafter the first meeting held after 1 April in any year shall be the annual meeting.
 - 17.2 The Joint Committee shall meet at least four times in each year save and except that;
 - 17.2.1 the Chairman may in his discretion cancel any meeting if in his opinion there is insufficient business to be transacted; or
 - 17.2.2 a meeting may be convened at any time on the requisition of the Chairman or not less than three members of the Joint Committee delivered in writing to the Lead Authority.
 - 17.3 The dates and locations for the meetings in any year shall be agreed at the annual meeting of the Joint Committee.
 - 17.4 The Lead Authority shall ensure that a digital or printed copy of the agenda for each meeting, any relevant reports and the minutes of the previous meeting shall be despatched by the Clerk to the Joint Committee, at least five (5) clear days before such meeting to each Committee Member, excepting that other items of urgent business may be considered with the agreement of the Chairman, at the end of business at any meetings.

- 17.5 At the same time, such papers, or digital versions of the same, will also be despatched to all relevant parties and /or posted on the relevant website(s) as notified to the Clerk to the Joint Committee from time to time.
- 17.6 The agenda shall contain notice of all business, except urgent business, which is required to be brought before the Joint Committee either in the ordinary course of business, or which is brought by the Chairman, the Vice-Chairman or the Clerk to the Joint Committee.
- 17.7 Meetings of the Joint Committee will be open to the public and press except where the Joint Committee resolves that the press and public be excluded (which may only be during consideration of items containing confidential or exempt information within the meaning of Schedule 12A of the Act). Each meeting will have a public question time in which members of the public may ask questions or make statements on a matter within the remit of the Joint Committee.
- 17.8 In addition to paragraph 5.10, the Chairman in consultation with the Vice Chairman, Lead Authority, Parking Partnership Group Manager, or a Partner Authority may invite any person to attend a meeting of the Joint Committee for the purpose of making a presentation, or participating in discussion, on any item relevant to the Joint Committee's functions where that person is able to provide a professional or commercial viewpoint, which the proposer considers would be of assistance to the Joint Committee.
18. Quorum
- 18.1 The Quorum for meetings of the Joint Committee is three members present.
19. Minutes
- 19.1 The minutes of the meeting shall be recorded as an accurate account of the meeting and circulated to all members of the Joint Committee, and shall be reviewed at the next available meeting, signed by the Chairman or in his absence the Vice Chairman or the person presiding over the meeting in their absence, confirming that they are an accurate account of that meeting.
- 19.2 Minutes of the Joint Committee shall (subject to the provisions of paragraph 17.7) be available to the public and press as though they were minutes of a meeting of a Partner Authority by posting on the relevant website(s).
20. Support
- 20.1 The Clerk to the Joint Committee shall be appointed by the Lead Authority.
- 20.2 The functions and responsibilities of the Clerk to the Joint Committee shall be as follows;
- 20.2.1 to make all necessary arrangements for the convening of meetings of the Joint Committee and any Sub-Committees;

- 20.2.2 to provide, or where necessary, procure the provision of, all necessary advice on the technical, legal and financial implications of matters under consideration by the Joint Committee or relevant to the Joint Committee's functions;
- 20.2.3 to bring to the attention of the Joint Committee matters which are relevant to the Joint Committee's functions and which merit consideration by the Joint Committee;
- 20.2.4 to arrange for the taking and maintenance of the minutes of meetings, and circulate the agendas, notices and other communications to all members of the Joint Committee and any sub-committees and any other as notified, and ensure that the business of the Joint Committee at its meetings are conducted in accordance with legal requirements; and
- 20.2.5 to manage and co-ordinate the day-to-day affairs of the Joint Committee and its administrative support.
- 20.3 The business address for all communications relating to the administration of the Joint Committee's affairs shall be the Lead Authority's address as set out in Appendix B.
- 20.4 The Clerk appointed under paragraph 20.1 for the time being providing such support will discharge the proper officer functions under the Act that relates to the meetings of the Committee.
- 20.5 The Partner Authorities agree that reasonable costs incurred as a result of providing the Clerk's support shall be payable from the Joint Parking Account.

21. Sub Committees

- 21.1 The Joint Committee may appoint such sub committees as it considers appropriate to exercise such functions as may be delegated to it by the Joint Committee and to advise the Joint Committee in the discharge of its functions, save and except that the Joint Committee may not delegate to any sub committee that approval of the Joint Committee's budget or Annual Business Plan or the fixing of the annual contributions by the Partner Authorities.
- 21.2 The Joint Committee will determine the membership and terms of reference of the sub committee, and the quorum for its meetings, when it is appointed.
- 21.3 If the Joint Committee appoints more than one sub committee to exercise one or more of its functions then it shall ensure that the Lead Authority allocates particular matters to a sub committee first on the basis of the availability of the members required to constitute the sub committee, and thereafter by rotation, and summons meetings accordingly.

22. Finance Arrangements

- 22.1 Any Surplus carried forward from the Joint Parking Account at the close of financial year 2021-22 and prior to this agreement shall be retained by the Joint Committee and the Joint Committee shall be responsible for the allocation of such Surplus between the Partner Authorities; with the Surplus to be re invested in accordance with the

provisions set out in Section 55 of the Road Traffic Regulation Act 1984 subject to the Partnerships maintaining from these funds the agreed Deficit Reserve.

- 22.2 Any Surplus achieved during the term of this agreement will be invested into three key areas referenced as Part 1, Part 2 and Part 3.
- 22.3 The provision of enforcement services outside of the Business As Usual Services will be reported separately and will have their own surplus sharing arrangements (not held in the Joint Parking Account) and will be added to Table 2 in Appendix F.
- 22.5 The Joint Committee will develop an Annual Business Plan no later than the 31 December prior to the start of each financial year.
- 22.6 All signs and lines maintenance or replacement required as part of a new county council capital scheme will be funded through that scheme by the Council, regardless of whether the Joint Committee will deliver the work.
- 22.7 All signs and lines maintenance or replacement required as part of a development proposal will be funded by the relevant developer, regardless of whether the Joint Committee will deliver the work.
- 22.8 All signs and lines requiring reinstatement due to work carried out during the Operational Period by the Council or its Contractors shall be funded by the Council.
- 22.9 The Section 151 Officer of the Lead Authority will also be the S151 Officer to the Joint Committee (“the S151 Officer”).
- 22.10 The S151 Officer will maintain the Joint Parking Accounts and will ensure that any monies due to the Joint Parking Account are only applied to the expenses of the Joint Committee.
- 22.11 The S151 Officer shall produce to the Joint Committee a financial report for the Joint Committee at least 6 monthly.
- 22.12 The S151 Officer shall prepare an annual budget which shall be presented to the Joint Committee for consideration, challenge and approval in accordance with the budgetary timetable of the Lead Authority.
- 22.13 It is agreed that the basis upon which each of the Partner Authorities charge the Joint Parking Account with overheads will be consistent with that used in their authority for their own services provided always that any such charges are reasonable and can be supported by any financial or management information required by the S151 Officer.
- 22.14 All interest generated on funds held by either the Lead Authority or the Council shall be held within a Joint Parking Account shall remain within that Joint Parking Account.

Commented [NH3]: Sentence not understood. The Definitions have no Annual Return. Essex is part of NEPP so appears to be requiring reporting to itself. Deleted sentence, unless advised otherwise

Deleted: 22.4 The Joint Committee shall provide to the Council full audited annual returns within 28 days of the date of approval of such annual returns by the Joint Committee.¶

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23. Income

- 23.1 All Income received by the Joint Committee shall cover the cost of; i) the on-street parking enforcement operation and; ii) the provision of enforcement services outside the business as usual process, as specified in Appendix F, and any surplus above these costs will be allocated as set out in Appendix F and shall be re-invested in accordance with the provisions set out in Section 55 of the Road Traffic Regulation Act 1984.
- 23.2 All income payable in respect of penalty charge notices issued prior to termination or expiry of this Agreement shall be paid to the Joint Parking Account.

24. Accounting

- 24.1 The Lead Authority shall maintain a ring-fenced cost centre within its general fund for balances for the Joint Committee's on-street fund ("the Joint Parking Account") as set out in Appendix E.
- 24.2 The Lead Authority shall ensure that money paid or transferred into the Joint Parking Account is only applied to the expenses of the Joint Committee and shall not transfer or pay any money out of any of the Joint Parking Accounts except in accordance with this Agreement or with the written permission of the Joint Committee.
- 24.3 The Financial Provisions and the Financial Management of Deficits and Surpluses which are set out in clause 23.2 and 23.4 are shown in more detail in Appendices E and F.

25. Budget Setting for the Joint Committee

- 25.1 In each year the Partner Authorities shall, when they each set their annual general fund budget for the next financial year, fix the amount that they commit to pay or transfer into the Joint Parking Account for on-street parking (in respect of deficit support if applicable) during the financial year, and in recommending the final contribution to their council, each Partner Authority's appropriate decision making body shall have regard to any recommendations made by the Joint Committee.

26. Capital Expenditure

- 26.1 The Joint Committee may from time to time seek capital funding from any or all the Partner Authorities in accordance with any of the Partner Authorities' capital approval processes, and for the avoidance of doubt any capital monies advanced by a Partner Authority may only be spent for the purpose for which those monies were advanced.
- 26.2 In the event that a capital advance is made by a Partner Authority in accordance with paragraph 26.1, repayment (in whole or in part) of the capital and interest thereof may be made to the Partner Authority if there are sufficient funds available in the Joint Parking Account for that Partner Authority.
- 26.3 The Joint Committee will repay any capital money paid by that Partner Authority to the Joint Committee for the purposes of the functions of the Joint Committee where one or more of the following applies;

26.3.1 the money has not been spent or contractually committed within twelve months of the payment of capital to the Joint Committee; or

26.3.2 legislation provides that such monies will no longer become payable provided that such monies have not been contractually committed at that time.

27 Audit

27.1 The Partner Authorities agree that any costs incurred by the Joint Committee by any audit required by the Audit Commission or any replacement body in relation to the accounting records and accounts of the Joint Committee shall be payable from the Joint Parking Account.

27.2 Internal and external Audit requirements shall be determined by the Lead Authority.

28. Monitoring and Assessment

28.1 The Joint Committee will be responsible for monitoring and assessing in terms of its:

28.1.1 general strategic performance as measured by a range of indicators as the Partner Authorities may agree from time to time including but not limited to, financial performance, ticket sales figures, income, national indicators, customer satisfaction levels, funding leverage and key achievements;

28.1.2 performance in carrying out this Agreement; and

28.1.3 progress in fulfilling the Annual Business Plan.

28.2 The Joint Committee will receive presentations and progress reports on key issues and notable projects.

28.3 The Joint Committee will issue an Annual Report of its activities, finances and performance to the Partner Authorities and other appropriate parties. The Joint Committee will publish the report on its website.

29 Scrutiny Arrangements

29.1 The decisions made by (and, for the avoidance of doubt, not mere recommendations of) the Joint Committee may be subject to the individual scrutiny arrangements of each Partner Authority operating under executive arrangements.

29.2 Decisions or actions of the Joint Committee shall be notified to all those to whom the papers etc are despatched in accordance with paragraph 18.6 within seven (7) working days of the decision being reached or the actions being taken, as the case may be.

29.3 Committee Members and their officer advisers shall fully co-operate with the relevant Scrutiny Committee of any of the Partner Authorities and shall, where requested, attend any meeting of any relevant Scrutiny Committee.

30. Call in

- 30.1 The provisions set out in paragraphs 30.3 – 30.14 shall apply to all relevant Partner Authorities with executive responsibility for the function to which the decision or action relates.
- 30.2 Those functions delegated to the Joint Committee under paragraph 2.2 remain part of the Councils executive function, to which only the Council shall apply paragraph 30.3 – 30.14.
- 30.3 Any decision or other action taken of the Joint Committee may be called in for scrutiny by Members of any Partner Authority operating under executive arrangements. A decision is called in by Members of such a Partner Authority in the same way in which they would call in a decision of each Partner Authority's Executive or Committee except that;
- 30.3.1 decision or other action taken may not be called-in after 5pm on the 5th working day after the date upon which the decision is published; and
- 30.3.2 a call in of such a decision or other action taken may only be made if the decision or other action taken affects that Partner Authority whose membership wishes to call in the decision or action.
- 30.4 Once a decision or other action taken has been called in it may not be implemented until the scrutiny arrangements of the relevant Partner Authority whose membership has called in the decision or action has been completed. Where a relevant Scrutiny Committee (or full Council) makes recommendations to the Joint Committee, the Joint Committee shall arrange for the decision or action to be reconsidered in the light of comments made by the relevant Scrutiny Committee (or full Council) and the final decision or action of the Joint Committee shall not be subject to call in.
- 30.5 The call-in procedure set out in paragraph 30.1 shall not apply where the decision or action being taken by the Joint Committee is certified by the Joint Committee as urgent. (A decision will be deemed to be urgent if any delay likely to be caused by the call in procedure would prejudice the Joint Committee, the public's or a third party's interests or the decision relates to the commencement of a statutory consultation process).
- 30.6 A Scrutiny Committee of a Partner Authority must notify the Joint Committee if it includes in its work programme any aspect of policy development or review relating to the work or functions of the Joint Committee.
- 30.7 Where a Scrutiny Committee of a Partner Authority has formed recommendations on proposals for policy development as referred to in paragraph 30.6, a Scrutiny Committee shall prepare a formal report and submit it for consideration by the Joint Committee.
- 30.8 The Joint Committee shall consider the report of a Scrutiny Committee within fifteen (15) working days of it being submitted to the Clerk to the Joint Committee and shall issue a formal response to such a report.

- 30.9 Where any Partner Authority member or officer is required to attend a Scrutiny Committee, the Chairman of that Committee will inform the Monitoring Officer (or Chief Executive as appropriate) of their own authority.
- 30.10 That Monitoring Officer (or Chief Executive as appropriate) shall inform the Partner Authority member or officer in writing giving at least ten (10) working days notice of the meeting at which he is required to attend, such notice to state the nature of the item on which he is required to attend to give account and whether any papers are required to be produced for the Scrutiny Committee.
- 30.11 Where the account to be given to the Scrutiny Committee will require the production of a report, the Partner Authority member or officer concerned will be given sufficient notice to allow for preparation of that documentation.
- 30.12 Where in exceptional circumstances, the Partner Authority member or officer is unable to attend on the required date, the Scrutiny Committee shall in consultation with the Partner Authority member or officer arrange an alternative date for attendance which shall be as soon as practicable in relation to the original date specified.
- 30.13 If, having considered the decision or action, a Scrutiny Committee remains concerned about it, then it may refer it back to the Joint Committee for reconsideration, setting out in writing the nature of its concerns. If referred back to the Joint Committee for reconsideration the Joint Committee will have a further seven (7) working days to consider whether to amend the original decision or revise the original action taken before reaching a final decision or taking final action.
- 30.14 The operation of the provisions relating to call-in and urgency shall be monitored annually by the Clerk to the Joint Committee, and a report to the Joint Committee with proposals for review if necessary.
31. Conduct and expenses of members
- 31.1 All Committee Members shall observe at all times the provisions of the Code of Conduct adopted by their respective authorities.
- 31.2 Each Partner Authority shall be responsible for meeting any expenses to which any Committee Member or officer appointed by them, as its representative, is entitled as a result of their attendance at meetings of the Joint Committee.
32. Liability of Joint Committee Members
- 32.1 Committee Members appointed by each of the Partner Authorities shall have the same responsibilities and liabilities as those which apply when sitting on other committees and bodies as appointed representative on behalf of their respective authorities.
- 32.2 Where any contractual arrangements are authorised by the Joint Committee, any liabilities arising under those arrangements will be met by the relevant Partner Authority.

- 32.3 Indemnification for any liabilities which arise shall be resolved as a matter between the Committee Member and their respective authority.
33. Expenses of the Joint Committee
- 33.1 The expenses of the Joint Committee incurred in the discharge of the Joint Committee functions (except the costs associated with the Clerks duties covered in paragraph 20.5) will be paid by the Lead Authority and by any Partner Authority whose Monitoring Officer has dealt with or exercised their functions in relation to such matters.
- 33.2 The other Partner Authorities will make payments to the Partner Authority that has incurred expenses under paragraph 33.1, to pay them in such proportions as the Partner Authorities shall all agree or in the case of disagreement as shall be determined by a single arbitrator agreed on by the Partner Authorities, or, in default of agreement, appointed by the Secretary of State.
- 33.3 In determining the allocation of expenses the Partner Authorities or any arbitrator appointed under paragraph 34.2 will have regard to the following principles:
- 33.3.1 the nature and purpose of the expense;
- 33.3.2 whether such expense relates to North Essex or a particular district or borough; and
- 33.3.3 whether the agreement of the Joint Committee was given to the incurring of such an expense.
34. Insurance
- 34.1 The costs of Public Liability Insurance and employee insurance for the Joint Parking Service will be covered by Lead Authority's corporate insurance arrangements where that liability arises due to the actions of the Joint Parking Service. Where a liability arises due to the actions of an individual Partner Authority, that Partner Authority shall remain responsible for the liability.
- 34.2 All costs including claims administration and legal costs associated with this insurance will be paid out of the Joint Parking Account.
- 34.3 All insurance claims made against or on behalf of the Joint Parking Service or the Joint Committee will be managed by the Lead Authority.
- 34.4 All Partner Authorities will cooperate with insurance claims investigations and notify the Lead Authority of any potential claims as soon as is reasonably practicable and take all reasonable action to prevent and minimise any loss.
- 34.5 In relation to insurance for buildings & contents and other assets, it is the responsibility of the individual Partner Authorities separately to ensure that the appropriate insurance arrangements are in place. Consequently, the insurance cost for buildings and assets shall not be charged to the Joint Parking Account.

34.6 The Lead Authority shall consider any reasonable request made by the Partner Authorities for the purpose of facilitating the procurement, administration and maintenance of any insurance relating to the Joint Parking Service.

35 TUPE

35.1 The Provisions set out in Appendix D shall be applicable in relation to any claims brought against the Lead Authority by former staff of the other Partner Authorities where such claims seek to rely on the operation of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended).

36. Variation

36.1 Any future amendments to this Agreement will be put before a meeting of the appropriate decision-making body of each of the Partner Authorities and will be adopted by each Partner Authority committing that authority to membership of the Joint Committee and to the terms and conditions of this Agreement.

37. Withdrawal from the Joint Committee

37.1 A Partner Authority may serve notice in writing to the Lead Authority at least twelve (12) months before the date on which it is to take effect, that they will be withdrawing from the Joint Committee,

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37.2 Upon which the Lead Authority shall as soon as practical draw up accounts showing the financial out turn of the Joint Parking Accounts which will be dealt with in accordance with the process set out in Appendix E.

38. Termination of the Joint Committee

38.1 The Council or the Lead Authority may terminate this Agreement on twelve (12) months written notice to the other and remaining Partner Authorities to be provided where possible, but not exclusively, to coincide with the end of the financial year.

38.2 The Council or the Lead Authority may terminate this Agreement if another Partner Authority commits a fundamental breach of this Agreement.

38.3 In the event of this Agreement being terminated in accordance with paragraph 38, Appendix C, shall have effect.

38.4 Without affecting any other right or remedy available to it, the Lead Authority or Council may terminate this Agreement on four (4) weeks' written notice as a result of a structural change order implementing a proposal submitted to the Secretary of State under section 2 of the Local Government and Public Involvement in Health Act 2007 which results in the Lead Authority or Council being wound up and dissolved.

38.5 Without affecting the rights of the Lead Authority or the Council to terminate this Agreement pursuant to clause 38.4, any party's rights and obligations under this Agreement shall be transferred to a successor authority (the "Successor Authority")

notified to the Council as a result of a structural change order implementing a proposal submitted to the Secretary of State under section 2 of the Local Government and Public Involvement in Health Act 2007 which results in that party being wound up and dissolved (the “Exiting Party”).

- (a) The Exiting Party shall notify the Council and the Lead Authority in writing of the name of the Successor Authority. All of the Exiting Party’s rights, benefits, interest, liabilities and title to and in the Agreement shall vest in the Successor Authority. For the avoidance of doubt, such Successor Authority may comprise a unitary authority, a town council, a parish council or a combined authority.
- (b) The remaining parties to the Agreement hereby accept the transfer of the Exiting Party’s rights, benefits, interest, liabilities and title to and in the Agreement to the Successor Authority.
- (c) Following such transfer, any references in this Agreement relating to the exiting party shall be construed as a reference to the Successor Authority.

39. Third party rights

39.1 No term of this Agreement is intended to give any entitlement as against either party to any person who is not a party to this Agreement.

39.2 No term of this Agreement may be enforced by any person other than a party to this Agreement under the Contracts (Rights of Third Parties) Act 1999.

40. Dispute Resolution

40.1 Any dispute or difference shall be first referred to a meeting of each of the Partner Authorities involved in the dispute. The Partner Authorities agree to discuss and, in good faith, attempt to resolve any such dispute or difference in accordance with the spirit of partnership working. In the event that the relevant Partner Authorities are unable to resolve the dispute then the matter shall be referred to the Chief Executives of each of the Partner Authority involved in the dispute who shall try to resolve the dispute by agreement.

41. Counterparts

41.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

THE COMMON SEAL OF
Essex County Council
was hereunto affixed in the presence of:-

Attesting Officer

The Common Seal of)
Colchester City Council) was
hereunto affixed)
in the presence of:)

Deleted: Borough

Mayor

Proper Officer

The Common Seal of)
Braintree District Council)
was hereunto affixed)
in the presence of)

Authorised Signatory

The Common Seal of)
Epping Forest District Council)
was hereunto affixed)
in the presence of)

Authorised Signatory

The Common Seal of)
Harlow District Council)
was hereunto affixed)
in the presence of)

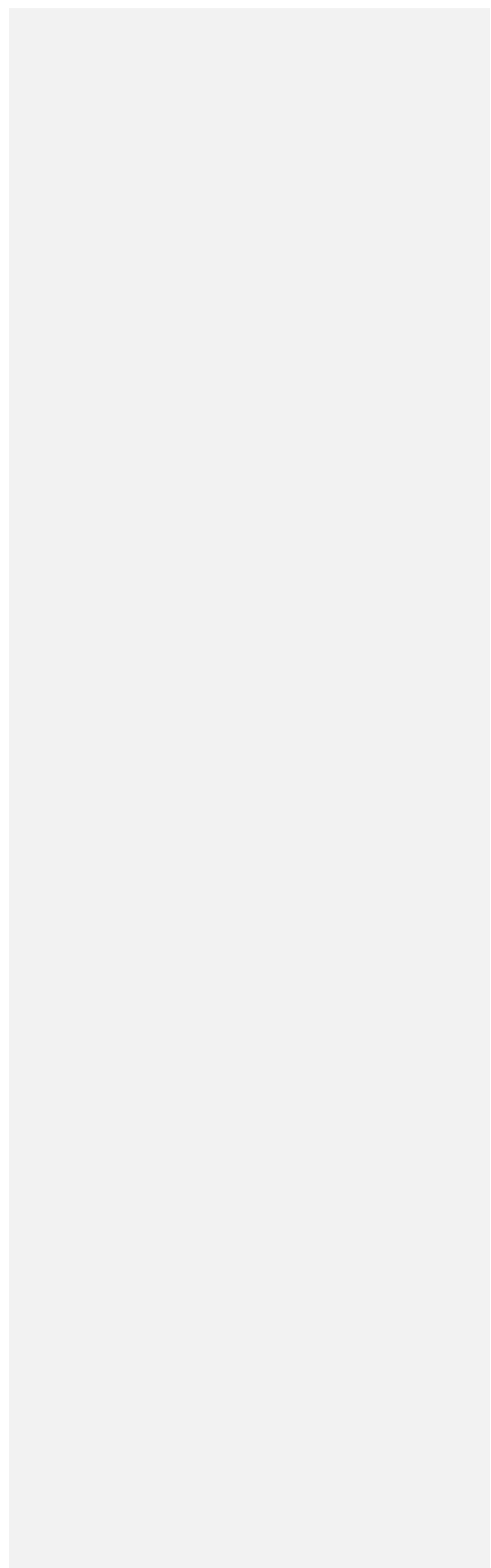
Authorised Signatory

The Common Seal of)
Tendring District Council)
was hereunto affixed)
in the presence of)

Authorised Signatory

The Common Seal of)
Uttlesford District Council)
was hereunto affixed)
in the presence of)

Authorised Officer



APPENDIX A

The Joint Committee shall exercise the following functions:

1. Collection of charges for on street parking within the permitted parking area;
2. The administration of residents' parking schemes and the collection of charges for permits;
3. Issuing Penalty Charge Notices;
4. Deal with all correspondence, appeals, adjudication and representations to the Traffic Tribunal arising from those functions set out in paragraph 10 and Appendix A where appropriate;
5. Take steps necessary to recover payments and charges due under these functions;
6. Immobilisation, removal, recovery, storage and disposal of vehicles in connection with the above activities;
7. Procurement and maintenance of signs and lines relating to on-street enforcement;
8. Determine the levels and nature of fees and charges in respect of on street car parking provisions in North Essex;
9. Establish and manage the cost of the operation incurred under the Joint Committee;
10. Manage any surplus or deficit in accordance with the requirements contained in paragraphs 23.1 to 23.3 and Appendix F of the Joint Committee Agreement;
11. Provide a forum to discuss strategic issues relating to parking across North Essex;
12. Provide a forum to review at a strategic level the success of the Joint Committee;
13. Set local parking policies, ensuring that primary legislation obligations are met. This includes design of parking policies with respect to:
 - a. Traffic network;
 - b. Safety;
 - c. Environment;
 - d. Public transport quality and accessibility;
 - e. Disabled persons;
 - f. Kerb space demands; and
 - g. Sustainable/Active travel
14. Make relevant traffic regulation orders as permitted under the Road Traffic Regulation Act 1984 and in line with the agreed Parking Management Policy Framework and other local policies.

15. Maintain parking related road signs and road markings to ensure compliance with the Traffic Regulation Order.
16. Other duties which legislation as amended from time to time requires, or which are added by virtue of clauses within the Joint Committee Agreement.

APPENDIX B

Partner Authorities key contacts:

Essex County Council, Seax House County Hall, Chelmsford, Essex, CM1 1QH.	Jo Heynes, Interim Head of Network and Safety.	07720 097272 jo.heynes@essexhighways.org
Colchester City Council , Rowan House, 33 Sheepen Road, Colchester, Essex, CO3 3WG.	Richard Walker, Parking Partnership Group Manager.	01206 282708 richard.walker@colchester.gov.uk
Braintree District Council, Causeway House, Bocking End, Braintree, Essex, CM7 9HB.	Paul Partridge, Head of Operations.	01376 552525 paulpa@braintree.gov.uk
Epping Forest District Council, Civic Offices, High Street, Epping, Essex, CM16 4BZ.	James Warwick, Director Contracts	01992 564350 jwarwick@eppingforestdc.gov.uk
Harlow District Council, Civic Offices, The Water Gardens, Harlow, Essex , CM20 1WG.	Joe McGill, Property and Facilities Manager.	01279 446800 joe.mcgill@harlow.gov.uk
Tendring District Council, Town Hall, Station Road, Clacton on Sea, Essex, CO15 1SE.	Ian Taylor, Assistant Head of Technical and Procurement Services.	01255 686982 itaylor@tendring.gov.uk
Uttlesford District Council, Council Offices, London Road, Saffron Walden, Essex, CB11 4ER.	Angela Knight, Assistant Director Resources	01799 510510 aknight@uttlesford.gov.uk

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Provisions which shall have effect on termination of this Agreement.

1. Financial liability on dissolution

1.1 At the termination of this Agreement the Lead Authority shall as soon as practicable draw up accounts showing the financial out-turn of the Joint Parking Accounts.

1.3 In the event that the Agreement is terminated then any final surplus or deficit (including any and all deficit or surplus reserves) will be distributed evenly across all partners unless all partners agree an alternative allocation.

2. Transfer of Staff on dissolution

2.1 In this paragraph “New Provider” means the person operating the Partner Authorities parking from the date upon which this Agreement terminates.

2.2 All employees who, during the last year of operation of this Agreement, spent more than 50% of their time on issues specifically relating to the Partner Authority parking shall be eligible to transfer to the New Provider (unless the TUPE regulations which are in force at the relevant time provide otherwise).

2.3 Other employees shall continue to be employed by the Lead Authority, unless the parties agree otherwise.

2.4 The Lead Authority shall use all reasonable endeavours to ensure that their employees co-operate with, the New Provider for a period of 1 year after the termination of this Agreement in order to effect a seamless transfer of Partner Authority parking to the New Provider.

2.5 For the purpose of facilitating the transfer of any person’s employment from the Lead Authority to the New Provider, the Lead Authority shall supply to the Partner Authority (as appropriate) promptly on request (which may be earlier than any timescales set under TUPE legislation) such information as Partner Authority shall reasonably require (including information required under TUPE legislation) in order to facilitate the transfer of employees from the Lead Authority to the New Provider.

3. Assets on dissolution

3.1 Subject to paragraph 3.2, when this Agreement expires or is terminated for any reason, any assets which belong to one Partner Authority but which are in the custody of the other Partner Authority shall, if requested, be returned to the original Partner Authority.

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1.2 The Joint Committee shall be managed so that as the final out-turn of the Joint Parking Accounts is maintained. At the dissolution of the Partnerships; the Part 1 will be retained by NEPP and agreement will be reached on how this will be allocated across all partner authorities, Part 2 will be retained by NEPP for distributions to the partners as determined by the Joint Committee, and Part 3 is retained by the Council.¶

Deleted: in accordance with the distribution provisions set out in Parts 1, 2 and 3.

APPENDIX C

- 3.2 Where this Agreement terminates and assets are stored by the Lead Authority on behalf of the service, then to the extent that those assets are not collected by the New Provider within one (1) month from the date of termination, the Partner Authority storing the assets shall continue to store the assets for up to one (1) year from the date of termination, subject to the payment of reasonable storage charges by the New Provider.
- 4. Property
 - 4.1 Title to the following property shall be transferred to each Partner Authority or New Provider (as appropriate) on the termination of this Agreement;
 - 4.1.1 All fixed property belonging to the Lead Authority which is used at or in the Partner Authority's premises (other than temporarily) on the termination or expiry of this Agreement;
 - 4.1.2 All property belonging to the Lead Authority to the extent that it relates to an individual Partner Authority's parking asset base (including the relevant part of any database records). 'Property' in this paragraph includes plant, software licenses and operating leases.
 - 4.2 All property belonging to the Partner Authorities but in Lead Authority's possession shall be returned to the respective Partner Authority immediately upon termination or expiry of this Agreement.
 - 4.3 The Lead Authority shall promptly supply each Partner Authority with a copy of all intellectual property which belongs to each respective Partner Authority or which each respective Partner Authority is entitled to use (such copy to be supplied in such format as each Partner Authority shall reasonably require).
 - 4.4 The Lead Authority shall provide reasonable assistance with the installation of any software on any computer equipment.
 - 4.5 If plant equipment or services has been purchased for the use (directly or indirectly) of the Partner Authorities parking then the parties shall sell the equipment and split the proceeds of sale as agreed by the Joint Committee.

Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”) Indemnity provisions etc in favour of the Lead Authority (Colchester ~~City~~ Council).

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Indemnity provisions

1. Each Partner Authority undertakes to indemnify and keep indemnified the Lead Authority against all costs liabilities and expenses incurred or suffered in connection with any claim by one of their former employees (“the claimant”) where;
 - a). the claimant has, by operation of TUPE, transferred to the Lead Authority in connection with the set up/operation of the North Essex Parking Partnership; and
 - b). the claim arises from, or is otherwise referable to, the claimant’s employment with the Partner Authority prior to the TUPE transfer date.
2. Each Partner Authority also undertakes to indemnify and keep indemnified the Lead Authority against all costs liabilities and expenses incurred or suffered in connection with any claim by an employee or former employee of the Partner Authority (or by an individual asserting such status) that s/he has, or should have, transferred to the Lead Authority under TUPE.
3. For the avoidance of any doubt it is hereby declared that the indemnity provisions set out in paragraphs 1 and 2 above shall be applicable to all TUPE transfers that may occur in connection with the operation of the North Essex Parking Partnership.

Duty to co-operate

4. Where the Lead Authority is in receipt of a claim (or has good reason to believe that it may receive a claim in the near future) the Partner Authority concerned shall, if so required by the Lead Authority, use its best endeavours to supply any background information (including any relevant correspondence or records) which is in its possession and which is reasonably required by the Lead Authority for the purpose of assessing/defending such claim.
5. In addition, the Partner Authority shall, if so required by the Lead Authority, designate one of its own staff (e.g. from its own Human Resources Department (or equivalent)) as a point of reference for any inquiries or requests that the Lead Authority may have.

Handling of Claims

6. Where the Lead Authority is in receipt of a claim which falls within paragraphs 1 or 2 above, the Lead Authority may (at its absolute discretion) require the Partner Authority concerned to handle such claim (including the conduct of any court/tribunal proceedings) at its own expense and as agent for the Lead Authority.

Deleted: APPENDIX E: North Essex Parking Partnership Provisions¶

¶
Financial Provisions¶

- ¶
1. Further to paragraph 22.6, and subject to the provisions combined within paragraph 9 below, each Partner Authority shall be responsible for any deficit shown in the Partner Authority's partitioned account and shall be required to meet such deficit from their respective General Fund.¶
 2. The Treasurer shall in his absolute discretion decide the amount of working balance which will be maintained for the Joint Parking Account.¶
- ¶
- The Financial Management of Deficit and Surpluses¶
- ¶
3. The Treasurer shall produce forecasts, estimates and targets of income and expenditure for each Partner Authority.¶
 4. Any total deficit in relation to a specific Partner Authority parking account not exceeding £15,000 will be carried forward to that Partner Authority's parking account for the next financial year.¶
 5. In the event that a forecast or estimate suggests that a deficit exceeding £15,000 will arise in relation to a specific Partner account the North Essex Parking Partnership Manager and relevant Partner Authority will develop and deliver to the Joint Committee for consideration and approval at their next quarterly meeting a plan (which shall include an implementation timescale) to deal with any current and forecast deficit to bring their account back into balance within 12 months of the submission of the Partner Authority plan hereinafter referred to.¶
 6. The Joint Committee shall consider the plan set out above and shall only be at liberty to amend or modify the same where the Joint Committee considers that the plan is not financially viable or will not reduce or address any deficit forecast within the 12 month period set out in paragraph 5 above. The Joint Committee shall approve the plan with or without amendment.¶
 7. In the event the Partner Authority agrees to implement the plan agreed by the Joint Committee the deficit in the relevant Partner Authority account at the end of that financial year will be carried forward to the next financial year.¶
 8. In the event that the Partner Authority either fails to submit a plan (as set out above), does not implement a plan or the plan fails to reduce the deficit (within the specified timescale) as approved by the Joint Committee in paragraphs 9 and 10 the deficit shown in the Partner Authority's partitioned account shall, upon the expiry of 28 days from the date of service by the Lead Authority of a formal written demand on the relevant Partner Authority for payment, become payable by the relevant Partner Authority as a contract debt AND the Lead Authority may institute court proceedings in its own name for recovery of such debt as agent for and on behalf of the Joint Committee.¶
 9. Any surplus in the Joint Parking Account shall first be applied to create/maintain a working balance in the Joint Parking Accounts after which the Treasurer may at his absolute discretion apply any surplus to meet current or future deficits or to fund new capital projects within the boundary area of the Partner Authorities whose accounts at

...

APPENDIX F

Financials

2. ~~Any Surplus from the civil enforcement of on street parking arrangements, and other activities set out in the table in paragraph 2.2, achieved during the term of this Agreement will be invested into two key areas: to maintain the Deficit Reserve Fund, and for more general projects in support of the activities set out in the table in paragraph 2.2, as agreed by the Joint Committee~~
- 2.1.1 ~~To ensure the maintenance of a suggested Deficit Reserve Fund of up to £400,000. This level of reserve should be maintained (and topped up as appropriate) before any surplus is used for other works. The level of Deficit Reserve Fund will be monitored through the quarterly meetings. Provided that the Deficit Reserve Fund is maintained, any deficit risk will be minimised to the members of the partnership. At the discretion of the Joint Committee, activities set out in paragraph 2.2, and related projects, may continue where the Reserve is below the recommended level, if they can be achieved within the Annual Business Plan~~
- 2.1.2 In the unlikely event that an operational deficit occurs which is not able to be contained within the Annual Business Plan and the Deficit Reserve Fund, or the reduction of any other part of operational expenditure as appropriate, then the remaining deficit will be supported on an equal basis by each of the 7 members of the Joint Committee.

Deleted: 1. Diagram 1 below sets out the funding model for Business-As-Usual Services described in this Agreement, as well as Enforcement Services outside the business-as-usual process.

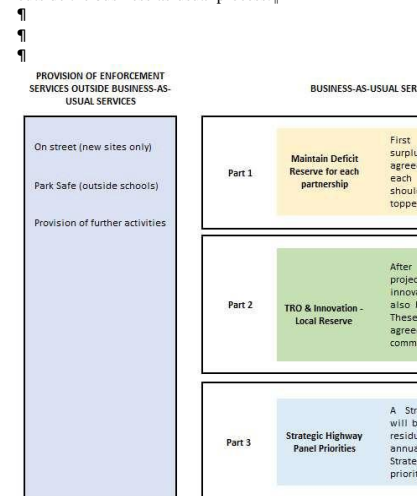


Diagram 1: Model for Services within the Agreement

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2.2.2 It is recognised that there are fixed and continuing commitments in relation to TRO maintenance costs therefore any in-year Surplus must cover these costs.

2.3 The Partnership may bid for work on a commercial basis relating to parking, for example to cover Essex wider strategic highways priorities, in line with section 55 of the RTA 1984. Requests for the allocation of the funding to create the bids will be put forward by officers to the Joint Parking Committee and will be subject to being achievable within the Annual Business Plan without prejudicing the core functions set out in paragraph 2.2

Deleted: 2.1.3 Note that any cessation of spending in Part 2 and Part 3 as described in 2.1.2 above is to be agreed between the Lead Authority and ECC.¶

¶
2.1.4 At the commencement of the Agreement, it is recognised that North Essex Parking Partnership and South Essex Parking Partnerships already have the required funding for the Deficit Reserve Fund.¶

¶
2.1.5 Any Surplus generated after the Part 1 Deficit Reserve Fund has been maintained at the agreed level will be split on the following basis between Part 2 (55%) and Part 3 (45%) subject to the conditions of Part 2 below.¶

¶
2.2 Part 2 is used for local needs as set out in the Annual Business Plan and specifically;¶
□ the operational and funding costs for TROs and the essential maintenance of parking related signs and lines; and¶
□ innovation around different ways to manage parking within each partnership.¶

¶
2.2.1 Any capital and/or innovation funds required above the level agreed in the Annual Business Plan that cannot be contained within Part 2 can be bid for in Part 3 and will be considered on merit against other county-wide priorities.¶

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¶

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Annex A

Information Handling

1. Definitions and Interpretation

- 1.1 In this Annex A, the definitions set out in Section 1 of the Agreement and Annex B (Data Protection) of this Agreement will apply.

2. Resolution of Inconsistency

- 2.1 The Lead Authority shall immediately upon becoming aware of the same notify the Council of any inconsistency between the provisions of the Data Protection Legislation and the standards, guidance and policies applicable under this Schedule (or between those standards, guidance and policies) and the Council, as soon as practicable, shall advise the Lead Authority which provision the Lead Authority shall be required to comply with (but not so as to place the Lead Authority in breach of any Data Protection Legislation or other obligation under legislation).

3. Protection of Information

- 3.1 The confidentiality, integrity and availability of Information and on the security provided in relation to Information is a material element of this Agreement.
- 3.2 The Lead Authority shall and shall at all times provide a level of security which:
- 3.2.1 is in accordance with Good Industry Practice, Data Protection Legislation and this Agreement;
- 3.2.2 complies with the Council's Information Policy;
- 3.2.3 meets any specific security threats identified from time to time by the Council; and
- 3.2.4 complies with applicable ISO standards and in particular ISO/IEC27001 and ISO/IEC27002.

Deleted: 2.3.1 The remainder of the Surplus after Part 1 and Part 2 has been fulfilled will be utilised for county-wide priorities within the respective districts, in line with section 55 of the RTA 1984. ECC will work with the two Lead Authorities to develop the assessment criteria for bids for the distribution of funding in Part 3; bids will be put forward by officers from both the partnerships and ECC.

2.3.2 In Diagram 1, the box to the left of the model for Part 1, Part 2 and Part 3 shows the Provision of Enforcement Services outside the business-as-usual process, as described in 2.6 below.

2.4 It is proposed that existing parking operational activities will be expanded in addition to the business-as-usual activities in 2.1 to 2.3 above. The model for these activities is detailed below; these are not included within Parts 1, 2 and 3 above as they are delivered under a separate arrangement, as set out in Table 2 – Arrangements for services outside of business-as-usual activities.

Table 2 – Model for new and existing services

Description	
On Street P&D Parking:	
a) existing sites	All costs, P&D income
b) additional sites	Equipment investment Net income (P&D income) Where ECC don't fund but income v
Park Safe (outside schools):	Camera equipment funded by ECC PCN income return

- 3.3 The Lead Authority shall ensure that it provides comparable technical and policy coverage of security to Information as if it were being processed directly by the Council. This shall include but not be limited to the following:
 - 3.3.1 All mobile storage systems and hardware shall be encrypted to at least industry standards.
 - 3.3.2 All staff shall be appropriately vetted before use in the services which are the subject of this Agreement.
 - 3.3.3 All staff shall receive adequate information governance training which shall be regularly refreshed.
 - 3.3.4 All buildings and physical environments shall be subject to appropriate physical security and protection.
 - 3.3.5 The Lead Authority shall permit access to Information by employees of the Council only as may be specifically designated by the Council.
 - 3.3.6 The Lead Authority shall securely destroy all Information provided or created under this Agreement and no longer required to be retained in accordance with this Agreement.
- 3.4 The Lead Authority will have in place fully tested and effective disaster recovery and business continuity plans.
- 3.5 The Lead Authority shall observe the following principles when handling data.
 - 3.5.1 Every proposed use or transfer of Personal Data within or from the organisation should be clearly defined and scrutinised, with continuing uses regularly reviewed by an appropriate guardian as appropriate.
 - 3.5.2. Personal Data shall not be used unless it is absolutely necessary. Personal Data shall not be used unless there is no alternative.

- 3.5.3 The minimum necessary Personal Data shall be used. Where use of Personal Data is considered essential, each individual item of information shall be justified with the aim of reducing identification.
- 3.5.4 Access to Personal Data shall be on a strict need to know basis. Only those individuals who need access to Personal Data shall have access to it, and they shall only have access to the data that they need to see for the stated purpose.
- 3.5.5 All staff handling Personal Data shall be made aware of their responsibilities and obligations to respect personal confidentiality.
- 3.5.6 All persons handling Personal Data shall understand and comply with the Data Protection Legislation. Every use of Personal Data information must be lawful.
- 3.6 Any Information received by the Lead Authority from the Council under this Agreement or generated by the Lead Authority pursuant to this Agreement shall remain at all times the property of the Council. It shall be identified, clearly marked and recorded as such by the Lead Authority on all media and in all documentation.
- 3.7 The Lead Authority shall not, save as required by this Agreement, without the prior written consent of the Council disclose to any other person any Information provided by the Council under this Agreement.
- 3.8 The Lead Authority shall advise the Council of any intention to procure the services of any other agent or subcontractor in connection with this Agreement and shall pay due regard to any representations by the Council in response.
- 3.9 The Lead Authority shall observe and comply with the Council's confidentiality requirements applicable from time to time.
- 3.10 The Lead Authority shall take all necessary precautions to ensure that all Information obtained from the Council under or in connection with this Agreement, is given only to such of the Lead Authority's staff and professional advisors or consultants engaged to advise the Lead Authority in connection with this Agreement as is strictly necessary for the performance of this Agreement, and is treated as confidential and not disclosed (without prior written approval) or used by any such staff or such professional advisors or consultants otherwise than for the purposes of this Agreement.

- 3.11 The Lead Authority shall not use any Information it receives from the Council otherwise than for the purposes of this Agreement.
- 3.12 With regard to Council Data:
- 3.12.1 The Lead Authority shall not delete or remove any proprietary notices contained within or relating to the Council Data.
- 3.12.2 The Lead Authority shall not store, copy, disclose, or use the Council Data except as necessary for the performance of its obligations under this Agreement or as otherwise expressly authorised in writing by the Council.
- 3.12.3. To the extent that Council Data is held and/or processed by the Lead Authority, the Lead Authority shall supply that Council Data to the Council in a mutually agreed format.
- 3.12.4. The Lead Authority shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data.
- 3.12.5 The Lead Authority shall perform secure back-ups of all Council Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Business Continuity and Disaster Recovery Plan. The Lead Authority shall ensure that such back-ups are available to the Council at all times upon.
- 3.12.6 The Lead Authority shall ensure that any system on which the Lead Authority holds any Council Data, including back-up data, is a secure system that complies with the Council's Information Policy.
- 3.12.7 If the Council Data is corrupted, lost or sufficiently degraded as a result of the Lead Authority's Default so as to be unusable, the Council may:
- 3.12.7.1 require the Lead Authority (at the Lead Authority's expense) to restore or procure the restoration of Council Data in full and in not later than three (3) days (subject to any agreed business continuity and disaster recovery plan); and/or
- 3.12.7.2 in default thereof itself restore or procure the restoration of Council Data, and shall be repaid by the Lead Authority any reasonable expenses incurred in doing so.

3.12.8 If at any time the Lead Authority suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Lead Authority shall notify the Council immediately and inform the Council of the remedial action the Lead Authority proposes to take.

4. Disclosures by the Council

4.1 Nothing in this Agreement shall prevent the Council disclosing any Information:

4.1.1 for the purpose of the examination and certification of the Council's accounts; or

4.1.2 any examination pursuant to Section 6 (1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Council has used its resources; or

4.1.3 to any government department or any other contracting authority (as defined in The Public Contracts Regulations 2015). All government departments or contracting authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other government departments or other contracting authorities on the basis that the information is confidential and is not to be disclosed to a Lead Authority which is not part of any government department or any contracting authority; or

4.1.4 to any person engaged in providing any services to the Council for any purpose relating to or ancillary to this Agreement provided that in disclosing information the Council discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

5. Accessibility of Data

5.1 Where the Lead Authority is undertaking work on behalf of the Council to develop new systems, practices or documentation in processing of data, the Lead Authority shall ensure that these have the ability to extract data in an accessible format.

6. Know-how

6.1 Nothing in this Agreement shall prevent either party from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business, to the extent that this does not result in a disclosure of Information the subject of this Agreement.

7. Information Breach

7.1 The Lead Authority shall ensure any Information Breach is reported to the Council within 1 Working Day whether actual, potential or attempted.

7.2 The Lead Authority will ensure any Information Breach is internally investigated, and appropriate remedial action is taken, along with supporting the Council in any investigation by it.

7.3 The Lead Authority will immediately take all reasonable steps to remedy such breach and to protect the integrity of both parties against any actual, potential or attempted breach or threat and any equivalent attempted breach in the future.

8. Breach, termination and continuance

8.1 The Lead Authority shall indemnify the Council for any breach of the requirements of this schedule which renders the Council liable for any costs, fines, claims or expenses under Data Protection Legislation howsoever arising.

8.2 A material failure on the part of the Lead Authority to comply with the provisions of this schedule shall entitle the Council to terminate this Agreement with immediate effect and to recover the costs incurred in consequence as a civil debt from the Lead Authority.

8.3 On termination of this Agreement howsoever arising the Lead Authority shall when directed to do so by the Council, and instruct all its agents and Sub-Lead Authorities to:

8.3.1 transfer to the Council the whole or any part of the Personal Data and other Information received or acquired by the Lead Authority for the purposes of or in the course of the delivery of the services the subject of this Agreement; and

- 8.3.2 destroy or erase the whole or any part of such Personal Data and other Information retained by the Lead Authority and provide to the Council such proof of destruction as the Council may reasonably require.
- 8.4 The provisions of this paragraph shall continue in effect notwithstanding termination of this Agreement.

Annex B

Data Protection

1. The terms and expression used in this Annex B (Data Protection) shall have the meanings set out below in so far as they are not defined in Annex A or elsewhere in this Agreement.

Agreed Purposes	such data sharing of Personal Data for the purposes of the Council being enabled to discharge its statutory functions and duties and corporate aims and objectives arising from its duty to commission and ensure the provision of the Joint Parking Service under this Agreement and such other services similar or complementary to the Joint Parking Service under this Agreement;
Controller	has the meaning given to it in section 6 of the DPA 2018.
Council Data	means any and all of the following: (a) all data, records, information, text, drawings, reports diagrams, images, or sounds generated or processed by the Lead Authority or provided to the Lead Authority for processing under this Agreement which at all times shall remain the property of the Council or; (b) any documentation and information produced by or received from or on behalf of the Council in relation to the Agreement and stored on whatever media; (c) any information or data provided by, obtained or created on behalf of the Council in performing the Agreement and in the case of Personal Data, any data processed on behalf of the Council where the Council is the Controller
Data Loss Event	means any event that results, or may result, in unauthorised access to Personal Data under this Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement including any Personal Data Breach.
Data Processing Schedule	means Part I of this Annex B (Data Protection) that sets out the processing the Lead Authority is authorised to undertake under this Agreement.
Data Protection Impact Assessment	means an assessment by the Council of the impact of the envisaged processing on the protection of Personal Data.

Data Protection Legislation	<p>means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation:</p> <ul style="list-style-type: none"> (a) the UK GDPR; (b) the DPA 2018; (c) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and (d) the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and which are applicable to a Party.
Data Protection Officer	has the meaning given to it in the Data Protection Legislation.
Data Subject	means the identified or identifiable living individual to whom the Personal Data relates.
Data Subject Right Request	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation.
DPA 2018	means the Data Protection Act 2018 and regulations made thereunder.
FOIA	means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation as amended or re-enacted from time to time and any Act substantially replacing the same
Information	has the meaning given under Section 84 of the FOIA, which shall include (but is not limited to) information in any form whether relating to the past, present or future and may in particular consist of data, documentation, programs, (including the source code of any programs which the Council has the right to use), computer output, voice transmissions, correspondence, calculations, plans, reports, graphs, charts, statistics, records, projections, maps, drawings, vouchers, receipts and accounting records and may consist of or be stored in any form including paper,

	microfilm, microfiche, photographic negative, computer software and any electronic medium and references herein to Information shall include reference to the medium in which it is stored.
Information Breach	means any event that results, or may result, in unauthorised access to Council Data held by the Lead Authority under this Agreement, and/or actual or potential loss and/or destruction of Council Data in breach of the Agreement, including any Personal Data Breach.
Personal Data	has the meaning given in the Data Protection Legislation being any information relating to an identified or identifiable living individual that is processed by the Lead Authority on behalf of the Council as a result of, or in connection with, the provision of the Joint Parking Service; an identifiable living individual is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual.
Permitted Recipients	the Parties to this Agreement, the employees of each Party and any third parties properly engaged by the Parties to this Agreement to perform obligations in connection with this Agreement.
Personal Data Breach	has the meaning given in the Data Protection Legislation.
Processor	has the meaning given in the Data Protection Legislation being a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Controller.
Protective Measures	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

Records of Processing Activities	has the meaning given in the Data Protection Legislation.
Shared Personal Data	<p>means:</p> <ul style="list-style-type: none"> (a) all such Personal Data shared between the Parties in relation to the Joint Parking Service by the Lead Authority; and/or all such Personal Data that is reasonably required by the Council in order to ensure compliance with the Council's statutory duties and other duties in relation to its functions, powers and responsibilities under the Traffic Management Act 2004 and the Road Traffic Regulation Act 1984 and otherwise for the enforcement of on street civil parking and highways duties (b) details of all outstanding PCNs on expiry or termination of this Agreement (c) correspondence and enquiries from the general public relating to the Joint Parking Service <p>in accordance with the categories of specified personal data and special category personal data set out in Part 2 (Shared Personal Data) of Annex B (Data Protection) and all practices, protocols and agreements agreed between the Parties from time to time.</p>
Standard Contractual Clauses (SCC)	means the Information Commissioner's Standard Contractual Clauses for the transfer of Personal Data from the European Union to processors established in third countries (controller-to-processor transfers), or such alternative clauses as may be approved by the Information Commissioner from time to time.
Sub-processor	means any third party appointed to process Personal Data on behalf of the Lead Authority related to this Agreement.
UK GDPR	means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) as defined within section 3(10) (as supplemented by section 205(4)) of the DPA 2018, as amended or re-enacted from time to time and any United Kingdom Act recognised in UK law substantially replacing the same.

2. Each Party, including its Sub-Contractors and their Staff shall comply with all applicable requirements of the Data Protection Legislation. The provisions in this Annex B (Data Protection) are in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.
3. The Lead Authority shall give all reasonable assistance to the Council necessary to enable it to comply with its obligations under the Data Protection Legislation and to meet its duties in the commissioning and delivery of the Joint Parking Service. The parties shall comply with Annex A (Information Handling). Each Party shall not knowingly or negligently by any act or omission, place the other Party in breach, or potential breach, of the Data Protection Legislation.
4. In the event that the Lead Authority does not have a security policy that complies with the Council's relevant standard, the Council shall be entitled to establish its own systems audit for evaluating and monitoring the effectiveness of the Lead Authority's data protection systems and shall be entitled to deduct the reasonable cost of so doing from sums due to the Lead Authority.
5. The Parties acknowledge that under this Agreement for the purposes of the Data Protection Legislation: the Council shall be the Controller of any Personal Data it provides to the Lead Authority in relation to the Joint Parking Service and the Lead Authority (and its permitted contractor, sub-contractor or agent if applicable) shall be the Processor of that Personal Data and shall process (or shall ensure that its permitted contractor, sub-contractor or agent if applicable processes) that Personal Data in accordance with the Data Processing Activities and this Annex B (Personal Data). The Lead Authority agrees that:
 - 5.1.1 the only processing it is authorised by the Council to do is listed in the Data Processing Schedule and may not be amended or otherwise determined by the Lead Authority;
 - 5.1.2 the Parties shall enter into any supporting data processing agreements necessary to ensure compliance with the Data Protection Legislation and good practice; and
 - 5.1.3 the Lead Authority shall notify the Council immediately if it considers that any of the Council's instructions infringe the Data Protection Legislation.
6. The Lead Authority shall be the Controller of any Personal Data generated or processed in relation to the Joint Parking Service that has not been provided by the Council and shall process (or shall ensure that its permitted contractor, sub-contractor or agent if applicable processes) that Personal Data in accordance with this Annex B and the Data Protection Legislation.
7. Each Party agrees that the disclosure of the Shared Personal Data is necessary and such sharing and disclosure shall be compliant with the Agreed Purposes and the Data Protection Legislation. The relevant Shared Personal Data is set out within Part 2 of this Annex B (Data Protection). The Council and the Lead Authority agree to share the Shared Personal Data in accordance with this Agreement including Annex A (Information Handling) and agree to:

- 7.1.1 ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
 - 7.1.2 give full information to any data subject whose Personal Data may be processed under this Agreement of the nature of such processing. This includes giving notice that, on the termination of this Agreement, Personal Data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
 - 7.1.3 process the Shared Personal Data only for the Agreed Purposes;
 - 7.1.4 not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
 - 7.1.5 ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement.
8. The Lead Authority shall provide all reasonable assistance to the Council in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Council, include:
- 8.1. a systematic description of the envisaged processing operations and the purpose of the processing;
 - 8.2. an assessment of the necessity and proportionality of the processing operations in relation to the Joint Parking Service;
 - 8.3. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 8.4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
9. The Lead Authority shall, in relation to any Personal Data processed in connection with its obligations under this Agreement process that Personal Data only in accordance with the Data Protection Legislation and Data Processing Schedule, unless the Contactor is required to do otherwise by Legislation. If it is so required, the Lead Authority shall promptly notify the Council before processing the Personal Data unless prohibited by Legislation.
10. The Lead Authority shall ensure that it has in place Protective Measures that comply with the Data Protection Legislation and the Council's Information Policy to protect against a Data Loss Event having taken account of the:
- 10.1. nature of the data to be protected;
 - 10.2. harm that might result from a Data Loss Event;

10.3. state of technological development; and

10.4. cost of implementing any measures.

11. The Council reserves the right to review the Protective Measures at any point and the Lead Authority shall facilitate such review. Where the Protective Measures in paragraph 10 do not comply with the Data Protection Legislation or the Council's Information Policy, the Lead Authority shall implement any remedial changes to the Protective Measures requested by the Council at the Lead Authority's expense.

12. The Lead Authority shall ensure that:

12.1. the Staff do not process Personal Data except in accordance with this Agreement (and in particular the Data Processing Schedule);

12.2. it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:

12.2.1. are aware of and comply with the Lead Authority's duties under this Annex B (Data Protection), Annex A (Information Handling) and the Data Processing Schedule;

12.2.2. are subject to appropriate confidentiality undertakings with the Lead Authority or any permitted Sub-processor;

12.2.3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council or as otherwise permitted by this Agreement; and

12.2.4. have undergone adequate training in the use, care, protection and handling of Personal Data.

13. The Lead Authority shall notify the Council immediately if it:

13.1. receives any Data Subject Right Request or purported Data Subject Right Request;

13.2. receives a request to rectify, block or erase any Personal Data;

13.3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

13.4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

13.5. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Legislation; or

13.6. becomes aware of a Data Loss Event,

and the Lead Authority's obligation to notify shall include the provision of further information to the Council in phases, as details become available.

14. Taking into account the nature of the processing, the Lead Authority shall provide the Council with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made (and insofar as possible within the timescales reasonably required by the Council) including by promptly providing:

14.1. the Council with full details and copies of the complaint, communication or request;

14.2. such assistance as is reasonably requested by the Council to enable the Council to comply with a Data Subject Right Request within the relevant timescales set out in the Data Protection Legislation;

14.3. the Council, at its request, with any Personal Data it holds in relation to a Data Subject;

14.4. assistance as requested by the Council following any Data Loss Event;

14.5. assistance as requested by the Council with respect to any request from the Information Commissioner's Office, or any consultation by the Council with the Information Commissioner's Office.

15. The Lead Authority shall maintain complete and accurate Records of Processing Activities. This requirement does not apply where the Lead Authority employs fewer than 250 staff, unless:

15.1. the Council determines that the processing is not occasional;

15.2. the Council determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; and

15.3. the Council determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

16. The Lead Authority shall allow for audits of its data processing activity by the Council or the Council's designated auditor.

17. The Lead Authority shall designate a data protection officer if required by the Data Protection Legislation.

18. The Council may in complying with a statutory obligation or any guidance issued by the Information Commissioner's Office on not less than thirty (30) Working Days' notice, revise this Annex B (Data Protection) by amending, revising or replacing it with any provisions which are compliant and/or any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
19. The Parties agree to take account of any rulings and/or guidance issued by the Information Commissioner's Office.
20. The Lead Authority shall at the written direction of the Council, delete or return Personal Data (and any copies of it) to the Council on expiry or termination of this Agreement unless the Lead Authority is required by Legislation to retain the Personal Data.
21. The Lead Authority shall provide the Council with contact details of at least one employee as a point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the Lead Authority's compliance with the Data Protection Legislation.
22. At the written direction of the data discloser, the other Party shall delete or return Shared Personal Data and copies thereof to the data discloser on expiry or termination of this Agreement unless required by Legislation to store the Personal Data.
23. The Lead Authority shall use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from Personal Data transfers.

Outside of the UK processing

24. The Lead Authority shall not transfer or otherwise process any Personal Data outside of the UK (including any proposed sub-processing) unless the prior written consent of the Council has been obtained and all the following conditions are fulfilled at all times in relation to such processing:
 - 24.1. either:
 - 24.1.1. the Lead Authority is processing the Personal Data in a territory which is subject to adequacy regulations under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals as identified in the Data Processing Schedule; or
 - 24.1.2. the Lead Authority has provided appropriate technical and organisational data security measures and safeguards in relation to the transfer (in accordance with the UK GDPR Article 46) as consented to by the Council prior to any such processing commencing and if agreed at the commencement of this Agreement as set out in the Data Processing Schedule;

- 24.2. the Data Subject has enforceable rights and effective legal remedies;
- 24.3. the Lead Authority complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Council in meeting its obligations); and
- 24.4. the Lead Authority shall prior to commencing any processing confirm its processes for challenging requests by any governmental and/or law enforcement authority to access any Personal Data and shall confirm the robustness of such processes to the Council's satisfaction;
- 24.5. the Lead Authority shall immediately notify the Council of any requests for access to or actual access to Personal Data from or by governmental and/or law enforcement authorities so that the Council can intervene unless truly prohibited by law from doing so;
- 24.6. the Lead Authority shall prior to any such processing commencing provide statistics as to how often and what types of requests have been complied with in relation to Personal Data in the past 24 months so that the Council can assess the likelihood of its Personal Data being accessed on an on-going basis;
- 24.7. the Lead Authority shall on request relocate specified data processing activities (or parts thereof) to other countries or ultimately cease processing and the Lead Authority and Council shall agree the impact of any such change to this Agreement - for the avoidance of doubt, any request arising from the Lead Authority being non-compliant with the Data Protection Legislation and/or the measures in place which were agreed for any such processing is automatically deemed to be a reasonable request and any such change must be agreed within 3 Working Days and all processing must cease unless the Council agrees otherwise;
- 24.8. the Lead Authority shall comply with any reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data;
- 24.9. the Lead Authority shall comply with any other requirements specified by the Council including anything necessary to comply with any guidance or requirement issued by the Information Commissioner;
- 24.10. if any Personal Data transfer between the Council and the Lead Authority (where the Council is the entity exporting Personal Data to the Lead Authority outside the UK) requires execution of the SCC in order to comply with the Data Protection Legislation, the Parties will complete all relevant details in, and execute, the SCC (or any replacement thereof), and take all other actions required to legitimise the transfer.

Sub-processing

25. In relation to any sub-processing of any Personal Data related to this Agreement by a Sub-processor, the Lead Authority must comply with the following:
- 25.1. prior to any such sub-processing commencing, the Lead Authority must obtain the written consent of the Council providing the Council with details in writing of the intended Sub-processor and processing;
 - 25.2. the Lead Authority shall provide the Council with such information regarding the Sub-processor at all times (including in relation to any request for consent under the paragraph above) as the Council may reasonably require which includes any such requirements as would be imposed by the Council under this Schedule 11 (Data Protection) in relation to the Lead Authority;
 - 25.3. if the Council consents to such proposed sub-processing, the Lead Authority must enter into a written agreement with the Sub-processor which gives effect to the terms set out in this Agreement relating to data protection including this Annex B (Data Protection), Annex A (Information Handling) and the Data Processing Schedule such that they apply to the Sub-processor and provide a copy of such agreement to the Council;
 - 25.4. if the Council consents to the appointment by the Lead Authority of a Sub-processor located outside the UK, the Lead Authority must enter into the SCC (or any replacement thereof) with the Sub-processor prior to the Sub-processor processing any Personal Data relating to this Agreement and provide a copy of the executed SCC to the Council - the Lead Authority agrees that the SCC will take priority over the terms of any other agreement between the Lead Authority and the Sub-processor whether entered into before or after the date the SCC are entered into;
 - 25.5. if the Council consents to such proposed sub-processing, the Lead Authority shall:
 - 25.5.1. procure compliance by the Sub-processor with the obligations relating to data processing under this Agreement;
 - 25.5.2. remain fully liable for all acts or omissions of any Sub-processor;
 - 25.5.3. maintain control over all of the Personal Data it entrusts to the Sub-processor; and
 - 25.5.4. be deemed to control legally any Personal Data controlled practically by or in the possession of its Sub-processor;
 - 25.5.5. ensure that the Sub-processor's contract terminates automatically on termination of this Agreement for any reason.

ANNEX B – DATA PROTECTION

PART 1

DATA PROCESSING SCHEDULE

1. The Lead Authority shall comply with any further written instructions with respect to processing by the Council.
2. Any such further instructions shall be incorporated into this Part 1.

DETAILS	DESCRIPTION
Subject matter of the processing	On-street Penalty Charge Notices and all on-street associated permits and dispensations and the making of parking related Traffic Regulation Orders
Duration of the processing	5 years from 01/07/2022 plus extensions of 1+1+1 years [the agreement initial term and any subsequent extensions]
Nature and purposes of the processing	Nature of the processing includes: a. collection, b. recording, c. organisation, d. structuring, e. storage of personal data for the provision of Parking Notice and Permit processing services.
Type of Personal Data	a. Vehicle Registration Mark b. name c. address d. email address e. telephone number
Categories of Data Subject	a. Students b. Suppliers c. Carers (& Reps) d. Employees/contractors e. School staff f. ECC officers g. General public h. Representatives
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The data will be retained by the Lead Authority for the duration of the Agreement and thereafter returned to the Council in line with the obligations in this Agreement.
Legal Basis for processing Personal Data outside the UK	Not applicable.

ANNEX B – DATA PROTECTION

PART 2

SHARED PERSONAL DATA

1. The following types of Personal Data will be shared between the parties during the Agreement Term:
 - Name
 - Address
 - Telephone number
 - Email address
 - Vehicle registration number
 - Vehicle location
 - Information provided in a written challenge or representation
2. The following types of special categories of Personal Data will be shared between the Parties during the Agreement Term:
Not applicable as at the date of this Agreement.
3. The Parties will review and update the lists in this Annex 2 (Shared Personal Data) during the Operational Period as necessary to ensure that the Council has access to such Shared Personal Data as is necessary for the Agreed Purposes.
4. The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purposes.



North Essex Parking Partnership

Meeting Date: 19 June 2025

Title: **Forward Plan 2024-2025**

Author: Owen Howell – Democratic Services, Colchester City Council

Presented by: Owen Howell – Democratic Services, Colchester City Council

This report concerns the 2025-26 Forward Plan of meetings for the North Essex Parking Partnership.

1. Recommended Decision(s)

- 1.1 To note and approve the North Essex Parking Partnership Forward Plan for 2025-26.

2. Reasons for Recommended Decision(s)

- 2.1 The forward plan for the North Essex Parking Partnership Joint Committee is submitted to each Joint Committee meeting to provide its members with an update of the items scheduled to be on the agenda at each meeting.

3. Supporting Information

- 3.1 The Forward Plan is reviewed regularly to provide an update on those items that need to be included on future agendas and incorporate requests from Joint Committee members on issues that they wish to be discussed. Additional items can be added at the Joint Committee's request, and when issues which arise during the year require consideration by the Joint Committee.

4. Appendices

- 4.1 Appendix A: NEPP Joint Parking Committee Forward Plan 2025-26.

NORTH ESSEX PARKING PARTNERSHIP (NEPP)
FORWARD PLAN OF WORKING GROUP AND JOINT COMMITTEE MEETINGS 2024-25

COMMITTEE / WORKING GROUP	CLIENT OFFICER MEETING	JOINT COMMITTEE MEETING	MAIN AGENDA REPORTS	AUTHOR
Joint Committee for On Street Parking	5 June 2025, 10am Microsoft Teams - online	19 June 2025 1.00pm, Venue: Colchester Town Hall, High Street, Colchester	Annual Governance Review and Internal Audit	Hayley McGrath (CCC)
			Annual Review of Risk Management	Hayley McGrath (CCC)
			NEPP Financial Update	Paul Atkinson (CCC)
			Tendring District Council Traffic Regulation Orders [TROs]	Danielle Wood (PP)
			Suggestions for variations to the NEPP Agreement, from NEPP partners	Jake England (PP)
			Forward Plan 2025/26	Owen Howell (CCC)
Joint Committee for On Street Parking	30 October 2025, 10am Microsoft Teams - online.	13 November 2025 1.00pm, Venue: Epping Forest District Council's Civic Offices (CM16 4BZ)	Technical report & Traffic Order Regulation Prioritisation	Shane Taylor (PP)
			Financial Report	Paul Atkinson (CCC)
			TRO Policy Clarification	Danielle Wood (PP)
			Forward Plan 2025/26	Owen Howell (CCC)
Joint Committee for On Street Parking	8 January 2026 – 10am Microsoft Teams - online	22 January 2026 1.00pm Venue: Uttlesford District Council's offices (CB11 4ER)	NEPP Financial Update	Paul Atkinson (CCC)
			Forward Plan 2025/26 and 2026/27 Dates	Owen Howell (CCC)

COMMITTEE / WORKING GROUP	CLIENT OFFICER MEETING	JOINT COMMITTEE MEETING	MAIN AGENDA REPORTS	AUTHOR
Joint Committee for On Street Parking	5 March 2026, 10am Microsoft Teams - online	19 March 2026 1.00pm, Venue: Essex Hall, Clacton Town Hall, Clacton-on-Sea CO15 1SE	NEPP Financial Update NEPP Business Plan Forward Plan 2025/26	Paul Atkinson (CCC) Richard Walker (PP) Owen Howell (CCC)
Joint Committee for On Street Parking	4 June 2026, 10am Microsoft Teams - online	18 June 2026 1.00pm, Venue: Colchester Town Hall, High Street, Colchester	Annual Governance Review and Internal Audit Annual Review of Risk Management NEPP Financial Update Forward Plan 2026/27	Hayley McGrath (CCC) Hayley McGrath (CCC) Paul Atkinson (CCC) Owen Howell (CCC)

Colchester City Council / Parking Partnership Contacts

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Service Accountant, Louise Richards - louise.richards@colchester.gov.uk

Governance, Owen Howell - owen.howell@colchester.gov.uk